



## HOUSING AUTHORITY OF CLACKAMAS COUNTY OREGON CITY, OREGON

### REQUEST FOR PROPOSALS #06-2021 Housing Navigation/Placement and Supportive Housing Case Management

ISSUE DATE: Thursday, August 5, 2021

DUE DATE: August 25, 2021, 5:00 PM PST

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LATE PROPOSALS WILL NOT BE ACCEPTED

*Healthy Families. Strong Communities.*

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045 · Phone (503) 655-8267 · Fax (503) 655-8676  
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## REQUEST FOR PROPOSALS #06-2021

The Housing Authority of Clackamas County (HACC) issues this Request for Proposals (RFP) to seek proposals for the provision of navigation/placement and supportive housing case management

**Issue Date:** Thursday, August 5, 2021

**Due Date:** Monday, August 25, 2021, 5:00 PM

Submittals are to be delivered to the RFP Contact per the submission requirements outlined in the RFP.

Late submittals will not be considered.

### **Proposal Submission:**

Submit electronic copies via email to (*Preferred method*): [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us)

Submit hardcopies of the proposal to:

Housing Authority of Clackamas County  
Attention: Vahid Brown  
P.O. Box 1510  
13930 S. Gain Street  
Oregon City, OR 97045

### **Questions:**

All questions must be submitted via email by 5:00pm PST, August 18, 2021, please contact:

Vahid Brown  
Housing Authority of Clackamas County  
Email: [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us)

### **RFP Schedule:**

<b>Milestone</b>	<b>Date</b>
Issue RFP	08/5/2021
Deadline for Questions	5:00PM PST, 8/18/2021
Issue Final Addendum (if necessary)	08/19/2021
<b>Proposals Due</b>	<b>5:00 PM PST, 08/25/2021</b>
Anticipated Award Announcement	09/02/2021

# Table of Contents

<b>I.</b>	<b>INTRODUCTION .....</b>	<b>4</b>
	HOUSING AUTHORITY OF CLACKAMAS COUNTY .....	4
	BACKGROUND.....	4
<b>II.</b>	<b>GUIDING PRINCIPLES AND EXPECTATIONS.....</b>	<b>5</b>
	EQUITY:.....	5
	OUTCOMES: .....	5
	COORDINATION:.....	6
	SERVICES: .....	6
	PARTICIPANT VOICE:.....	7
	SYSTEM-WIDE SERVICE DELIVERY EXPECTATIONS: .....	7
<b>III.</b>	<b>SERVICE COMPONENTS .....</b>	<b>8</b>
<b>IV.</b>	<b>SUBMISSION REQUIREMENTS.....</b>	<b>11</b>
	MINIMUM REQUIREMENTS .....	11
	SUBMISSION REQUIREMENTS .....	11
<b>V.</b>	<b>QUESTIONS.....</b>	<b>12</b>
<b>VI.</b>	<b>EVALUATION .....</b>	<b>13</b>
	METHOD OF AWARD .....	13
<b>VII.</b>	<b>CLARIFICATIONS .....</b>	<b>13</b>
<b>VIII.</b>	<b>EXHIBITS &amp; ADDENDUM.....</b>	<b>17</b>
	ADDENDUM - DEFINITIONS .....	18
	<i>Culturally Responsive and Culturally Specific Services:</i> .....	18
	<i>Housing First Principles:</i> .....	20
	<i>Equal Access Rule:</i> .....	20
	EXHIBIT A – PROPOSAL CERTIFICATION.....	21
	EXHIBIT B - SCORING MATRIX .....	22
	NAVIGATION/PLACEMENT .....	22
	SUPPORTIVE HOUSING CASE MANAGEMENT .....	22
	EXHIBIT C – SAMPLE CONTRACT .....	23

# I. INTRODUCTION

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## **Housing Authority of Clackamas County**

The Housing Authority of Clackamas County (hereafter “HACC”) is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes and is a Division within the Health, Housing, and Human Services Department. The Housing Authority Board consists of the five elected County Commissioners and one Resident Commissioner. With an annual operating budget of approximately \$27 million, HACC maintains 445 public housing units, approximately 1,800 Housing Choice Vouchers, and 357 units of affordable and special needs housing.

The mission of the Housing Authority of Clackamas County is to provide and develop affordable housing with supportive services for individuals and families on their path to improved health, wellness, prosperity and inclusion. In order to sustain these services, we prioritize equitable service delivery, financial sustainability, and thriving partnerships to ensure our long term viability.

## **Background**

This RFP seeks to procure the services needed to move those in COVID-related, hotel/motel shelter into permanent housing and to maintain housing for those already in permanent housing.

A combination of COVID-related factors that made it hard for folks to “graduate” from housing programs and delays in expected funding has put the participants in these programs at risk of losing the permanent housing they only recently obtained.

The hotel/motel shelter program began in response to the pandemic to provide a safe shelter-in-place option for people experiencing homelessness with high risk factors for adverse effects from contracting COVID-19. This model was selected because the nature of COVID-19 transmission necessitated moving shelter from a congregate to a non-congregate model.

The ESG Rapid Rehousing program was designed in alignment with the hotel/motel shelter program. The purpose of this program was to provide a bridge from hotel/motel shelter to permanent housing, reducing the overall cost of sheltering those in our community most vulnerable to adverse effects from COVID-19 diagnosis.

The Metro 300 program began in 2020 to provide 12 months of permanent housing subsidy and supportive services to people experiencing homelessness, are over 50 years old, and have a disability. While planning was underway before the pandemic was declared, that planning shifted to focus services on those who have high risk factors for adverse effects from contracting COVID-19.

In the event HACC’s funding sources for this program restrict use of funds, any contract resulting from this RFP will be subject to such restrictions. For example, if HACC uses funds provided under the Metro supportive housing services measure, selected contracts will be obligated to perform the services requested under this RFP solely within the Metro jurisdictional boundary or as otherwise permitted by the applicable funding source.

## II. GUIDING PRINCIPLES AND EXPECTATIONS

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### **Equity:**

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, providers must show they have or can develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants
- A plan assuring access to services for people who do not speak the primary language of the service provider
- A process to work with HACC to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers)
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities
- Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis

### **Outcomes:**

HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience

- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare
- Other outcomes and measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added

## **Coordination:**

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion)
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers

## **Services:**

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with Housing First principles (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, the following proven practices must be followed:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
- Vulnerable populations are prioritized.
  - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
  - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant

- Services are highly flexible and tailored to meet the needs of each household

### **Participant Voice:**

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness.

The following guidelines should be incorporated into all programs:

- Participants lead development of their own individual service plans
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services
- Integrate participants (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation
- People with lived experience, who participate in decision-making and program development, should be paid for their time
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services

### **System-wide Service Delivery Expectations:**

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
- Provide services purchased as a result of this RFP free of charge to participants or utilizing a pre-approved sliding scale fee
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
- Ensure that staff and volunteers have access to continuing education opportunities
- Attend training and community/system networking meetings as reasonably required by HACC

### III. SERVICE COMPONENTS

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This RFP is for two separate service components: (1) Housing Navigation and Placement, (2) Supportive Housing Case Management. Applicants may apply for either one or both with a single application. The total amount currently anticipated for contracts resulting from this RFP for the current fiscal year (Phase 1) is up to \$3,000,000 for both components combined. Applicants should take the anticipated staff: participant ratios into consideration when writing their proposals. Contracts awarded may extend beyond the current fiscal year for up to three additional years (Phase 2) depending on the availability of funds. The service component descriptions below, including population characteristics, are specific to Phase 1. If an applicant anticipates any changes in funding required for the same scope of services in Phase 2 over Phase 1 (e.g., for a cost of living allowance percentage increase), please indicate this in the budget narrative. All proposals submitted by applicants shall incorporate and adhere to the guiding principles and expectations set forth in Article II, above. The execution of any contract, or contract amendment, resulting from this RFP is expressly contingent upon the availability of sufficient funds, as determined by HACC in its sole discretion.

HACC anticipates two Phases for the requested services of the two components. The initial contract will cover both service components described below for Phase 1. HACC may, contingent upon availability of funds and written agreement of the parties, extend the contract term and amend the contract to include additional population characteristics for housing navigation and placement services and/or increase the number of households served for supportive housing case management services. HACC may award multiple contracts under this RFP.

In the event HACC's funding sources for this program restrict use of funds, any contract resulting from this RFP will be subject to such restrictions. For example, if HACC uses funds provided under the Metro supportive housing services measure, selected contracts will be obligated to perform the services requested under this RFP solely within the Metro jurisdictional boundary or as otherwise permitted by the applicable funding source.

#### **Housing Navigation and Placement**

Phase 1 of this program will assist approximately 100 households in moving from a hotel/motel shelter setting into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will also assist with any necessary navigation after initial housing placement and connection with supportive services. The expected navigator to participant ratio is 1:10 and the goal will be to move approximately 100 households into permanent housing within six months. Budgets should include all program related expenses including staff to meet program outcomes.

Characteristics of the population to be served in Phase 1 of this program include (per best available current data):

- Adult-only households (100%)
- Those coming from places not meant for habitation like a tent, car, or barn (92%)
- Those with less than 30% AMI (94%)
- People with disabilities (66%)



- Those meeting HUD’s definition of Chronically Homeless (53%)
- Ages
  - Youth 18-24 (2%)
  - 25-54 (59%)
  - 55+ (39%)
- Fleeing Domestic Violence (12%)

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. This work should align with Housing First principles (see Addendum – Definitions). Housing navigation and placement is tailored to meet each household’s specific needs so they can move into rental housing as quickly as possible.

Housing navigation must include the following:

- Assessment of housing barriers, needs and preferences
- Support and flexible funds to address immediate housing barriers
- Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, security deposits, and other non-rent move-in costs

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan.

While the nature and requirements of housing navigation and placement would remain the same in Phase 2, the characteristics of the population to be served may be slightly different.

### **Supportive Housing Case Management:**

This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area. Those served by the navigation component of this RFP will receive a warm hand-off into this supportive housing program. This RFP will cover the costs of case management and other supportive services for participants, while HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. This program will serve progressively more households, growing to a maximum 200 households within the first six months of program operation in Phase 1, with the number of households set to grow throughout Phase 2. Households are in scattered-site rental units within the Metro jurisdictional area.

The expected case manager to participant ratio is 1:25. Case Management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management. This case load is reflective of the RLRA program paying on-going rental subsidies and the navigation program providing

housing navigation and placement, even if re-location navigation is needed after initial housing placement. As more participants are added to the case load, more staff are needed to accommodate them. Budgets should include all program related expenses including staff to meet program outcomes.

Characteristics of the population to be served include (per best available current data):

- Adult-only households (100%)
- Those coming from places not meant for habitation like a tent, car, or barn (79%)
- Those with less than 30% AMI (80%)
- People with disabilities (87%)
- Those meeting HUD's definition of Chronically Homeless (71%)
- Ages
  - Youth 18-24 (0%)
  - 25-54 (26%)
  - 55+ (74%)
- Fleeing Domestic Violence (13%)

Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. Services should align with Housing First principles (see Addendum – Definitions). Households will receive Regional Long Term Rent Assistance (RLRA) subsidies, and HACC will be responsible for paying the monthly rental subsidy directly to the landlord. Applicants provide the supportive housing services.

More specific components of supportive housing case management include:

- One-on-one case management focused on housing stabilization and lease compliance
- Highly flexible services tailored to meet the needs of each household must be offered. Services listed below and others must be offered based upon the individual's needs and desires.
  - Ongoing relational support
  - Assistance responding to RLRA requirements including inspections and paperwork completion.
  - Act as a landlord contact, assist in landlord relationship development
  - Education on tenant and landlord rights and responsibilities
  - Regular communication with the tenant and property management
  - Early intervention and support to address issues that could jeopardize housing stability
  - Problem solving and crisis management
  - Independent living supports
  - Connections to education and employment opportunities
  - Assistance with applying for SSI/SSDI, or other benefits, when appropriate
  - Flexible funding to support housing stability goals
  - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
  - Coordination and connections with other supportive services as needed
  - Plan to "graduate" from housing subsidy and/or intensive housing case management services, as appropriate

## IV. SUBMISSION REQUIREMENTS

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### Minimum Requirements

To be qualified to respond, respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-Procurement Programs” or the Department of Housing and Urban Development’s “Limited Denial of Participation” list.

### Submission Requirements

**Brevity is strongly encouraged.** Reviewers will not consider additional materials beyond the items listed in the Required Materials/Information section below. Once submitted, no additions, deletions, or substitutions may be made to proposals.

In responding to the questions, responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed. Information provided within the application as a whole may be considered by reviewers in scoring the application questions.

#### 1. Format Requirements

Please consider this format when assembling the proposal:

- a. An 8.5” X 11” format, either vertical or horizontal
- b. A font size no smaller than 11 points
- c. Do not include any web links or any materials not requested in the proposal. Any materials not requested, will not be evaluated or scored.
- d. Proposers may submit only one proposal that either covers one or both components.
- e. Proposals must be no more than six (6) single-sided pages **not counting** Exhibit A – Proposal Certification or reference page.

#### 2. Required Materials/Information

- a. Completed and signed copy of Exhibit A – Proposal Certification
- b. Responses to all questions in Section V.

#### 3. References

Provide three (3), previous and/or current references, including the name and title of the contact person, their mailing address, email address, phone number and fax number on a reference page. If applicable, please provide one reference from a public housing authority.

#### 4. Late Proposals

No late proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

## V. QUESTIONS

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**For all questions, please reference the question number when responding in your proposal.**

### **(A) General**

- A.1. Please describe your agency's history performing this type of work and their capacity to implement the described program for the population outlined in this document. Include a program implementation timeline and a projected success rate. Describe best practices established within your agency related to the services you are applying to provide. Describe essential services necessary to serve the demographic described to be served under this contract if awarded.
- A.2. Is your organization a culturally specific service provider according to the definition in the Addendum? Yes/No
- A.3. Describe how your organization centers racial equity and incorporates culturally responsive practices into its service delivery model. How will equity lead your work if awarded this contract?
- A.4. Provide a detailed budget and budget narrative. Budget line items should include administration, staffing, all program expenses and flexible funding required to perform the work described in your application. **Regional Long-Term Rent Assistance (RLRA) subsidies should not be included.** In the narrative, please provide a brief description of the specific use of funds for each budget line item. Clearly indicate which component (navigation/placement or supportive housing case management) the budget, narrative, and associated line items correspond to.

### **(B) Navigation/Placement**

- B.1. Describe how you will implement the navigation/placement service component outlined in this RFP. In your answer, describe your organization and staff experience in providing the following to the population described in this RFP:
- Assessment of housing barriers, needs and preferences
  - Support and flexible funds to address immediate housing barriers
  - Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
  - Landlord engagement, establishing relationships with landlords to facilitate participant placement
  - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
  - Support with moving assistance, securing furniture, application fees, security deposits, and other non-rent move-in costs

### **(C) Supportive Housing Case Management**

- C.1. Describe how you will implement the supportive housing case management service component outlined in this RFP. In your answer, include an implementation time line and describe your current capacity to successfully engage in this work.
- Describe your organization's best practices that are essential in successfully serving the population described in this document.

- Describe how your agency incorporates equity into their supportive housing case management work.
- Describe how incorporating equity impacts the services you provide.
- Describe your agency’s best practices to ensure households remain stably housed over time while engaging in necessary services and activities essential to their individual path to success.

Please provide answers to the questions in ALL the service sections for which your proposed plan includes. Put N/A or skip checked boxes for all questions that do not apply to your proposal.

## VI. EVALUATION

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### Method of Award

HACC will appoint a Selection Committee to evaluate the Proposals. The Committee will evaluate written responses to the RFP and shall apply the evaluation criteria and Scoring Matrix in Exhibit B. The Committee will make its recommendation for contract award to the organization(s) determined to be the most highly qualified based on the scored ranking.

Providers can apply for one or more components listed above within a single proposal. If your application includes subcontractors, please clearly indicate the lead contractor and subcontractors. Proposals may be funded completely, partially, or not funded. HACC may enter into multiple contracts as a result of this solicitation. HACC reserves the right to award to the most qualified applicant(s) based on the published evaluation criteria and will negotiate a final contract(s) based on the full or partial statement of work.

All applicants must complete the General Question section and at least one specific service component question. All answers should take into account the guiding principles and program expectations in this RFP.

Applications will be evaluated and scored according to the Scoring Matrix in Exhibit B.

## VII. CLARIFICATIONS

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### A. Questions and Comments

Any respondent requiring clarification of the information must submit specific questions or comments to the RFP contact via email. If in HACC’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum – Definitions that will be posted to the HACC website: <http://www.clackamas.us/housingauthority/bids.html>

Such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions given to prospective respondents by HACC employees or its agents shall not bind HACC. All Addenda shall be issued by HACC not less than three (3) calendar days prior to the qualifications deadline.

### B. Required Information

The successful respondent must be licensed to do business in the State of Oregon and must be licensed (If required by law) to perform the services proposed (per ORS 60.701).

**C. Minority Business (MBE) Goals**

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. HACC's goal is to make efforts to ensure small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

**D. Clarification or Rejection of Proposals**

HACC will use a competitive proposal procedure as described in Section VI of this document. HACC will evaluate proposals and will rate proposals using the scoring methodology described in Section VI of this document. HACC reserves the right to seek clarification of the written Proposals from respondents. HACC reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of HACC.

HACC reserves the right to reject the proposal of any proposer including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. HACC also reserves the right to reject the proposal of any proposer listed in the current issue of "List of Parties Excluded from Federal Procurement and Non-procurement Programs" U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

The successful firm shall sign and file with HACC all documents necessary to the successful execution of the contract within ten calendar days after the notice of award.

**E. Award of Contract and Terms**

Contracts for Phase 1 services shall be for a term of one fiscal year (July 1 through June 30). Contracts may, contingent upon availability of funds and written agreement of the parties, be extended for up to three (3) additional years to either provide additional Phase 1 services or to provide Phase 2 services. HACC shall have the right to terminate the contract at any time upon thirty (30) days written notice to the other party. The execution of any contract is expressly contingent upon the availability sufficient funds, as determined by HACC in its sole discretion. Such funding sources may include, but are not limited to, Metro funding under Measure 26-210. Any continuation of an awarded contract beyond the first year will be contingent upon HACC continuing to receive sufficient funds, as determined by HACC in its sole discretion, to continue performance under the contract. See sample contract in Exhibit C.

**F. Compensation and Method of Payment**

Contractors shall be paid via an eligible cost reimbursement method, except in cases wherein awarded start-up costs or other payment methods are mutually agreed upon between HACC and a successful proposer. The cost reimbursement payment method reflects a purchase arrangement in which HACC pays the provider for budgeted agreed-upon costs that are actually incurred in the delivery of services specified in the contract, not to exceed a stated maximum obligation. Any costs incurred in excess of the stated not to exceed maximum obligation amount will be solely the responsibility of the contractor.

**G. Cooperative Purchasing**

The cooperative procurement group for this sourcing event is comprised of Multnomah, Clackamas, and Washington County governments, the counties in the procurement group may establish contracts or price agreements directly with an awarded proposer under the terms, conditions and prices of the original contract pursuant to ORS 279A.210 and agreement by the selected proposer to extend the terms, conditions and prices of the original contract.

#### **H. Right to Protest**

Protests of this RFP must be in accordance with LCRB C-047-0730 and ORS 279B.405. Protests of a contract award must be made in accordance with LCRB C-047-0740 and ORS 279B.410. Any actual proposer who is adversely affected or aggrieved by HACC's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after notice of intent to award has been issued to submit to the Executive Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. A protest must meet the requirements of LCRB C-047-0740 and ORS 279B.410. HACC will not entertain protests submitted after the time period established in this rule.

#### **I. Insurance Requirements**

Prior to executing a contract, the selected vendor shall provide the following documents:

- Proof of \$1,000,000 per occurrence (\$2,000,000 general aggregate) general liability insurance,
- Proof of \$1,000,000 automobile liability insurance,
- Proof of \$1,000,000 combined single limit per occurrence (\$2,000,000 general annual aggregate) professional errors and omissions liability insurance,
- Proof of \$1,000,000 employers liability insurance,
- Proof of \$1,000,000 Abuse and Molestation insurance,
- Proof of Worker's Compensation insurance, and

All required insurance other than Professional Liability, Worker's Compensation, and Personal Automobile Liability shall include the "Housing Authority of Clackamas County, its agents, officers, and employees" as additional insureds.

#### **J. RFP Terms & Conditions**

All proposals shall remain valid for a period of one hundred twenty (120) calendar days after the date specified for receipt of proposals. HACC reserves the right to cancel or reject any or all Proposals, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACC's best interest. In no event shall HACC have any liability for cancellation of award.

#### **K. RFP Proposal Preparation Costs and other Costs**

Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by HACC), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by HACC.

#### **L. Communication Blackout Period**

Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other HACC employees or representatives about the RFP during the procurement process until the apparent successful Proposer(s) are selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

#### **M. Collusion:**

By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of HACC has a pecuniary interest in this Proposal.

#### **N. Commencement of Work:**

The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by HACC.

**O. Best and Final Offer:**

HACC may request best and final offers from those Proposers determined by HACC to be reasonably viable for contract award. However, HACC reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, HACC may select for final contract negotiations/execution the offers that are most advantageous to HACC, considering cost and the evaluation criteria in this RFP.

**P. Nondiscrimination:**

The successful Proposer agrees that, in performing the work called for by this RFP 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, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**Q. Intergovernmental Cooperative Procurement Statement:**

Pursuant to ORS 279A and LCRB, other public organizations 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 organization and shall not impact the contractor's obligation to HACC. Any estimated purchase volumes listed herein do not include other public organizations and HACC makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public organizations. HACC grants to any and all public serving governmental organizations, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by HACC.

**R. References**

HACC reserves the right to investigate references including other than those listed in the response to this RFP. Investigation may include past performance of any consultant team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACC, supportive references must be furnished.

**S. Public Records**

Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.501(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND: **"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.



## VIII. EXHIBITS & ADDENDUM

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1. Addendum – Definitions
2. Exhibit A – Proposal Certification
3. Exhibit B – Scoring Matrix
4. Exhibit C – Sample Contract

# ADDENDUM - Definitions

## **Culturally Responsive and Culturally Specific Services:**

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

### Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.”

Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These organizations seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:
- Organizational commitment, leadership, and governance;

- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;
- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

### Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community.

Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive

cultural identity/pride/resilience of the community. Community participation can and does result in desired change.

- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.
- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

### **Housing First Principles:**

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

### **Equal Access Rule:**

Equal Access requirements: (1) housing and shelters must be made available to otherwise eligible individuals without regard to sexual orientation, gender identity, or marital status; and (2) equal access to programs, shelters, other buildings and facilities, benefits, services, and accommodations must be provided in accordance with an individual's gender identity.

# EXHIBIT A – Proposal Certification

## Supportive Housing Services RFP

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Primary Contact Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ SAM.gov Number: \_\_\_\_\_

Business Designation (check one):

- Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company  
 Resident Quoter, as defined in ORS 279A.120  Non-Resident Quote. Resident State: \_\_\_\_\_

## EXHIBIT B - Scoring Matrix

<b>Navigation/Placement</b>			
<b>Area</b>	<b>Ideal Response</b>	<b>Max score</b>	<b>Score</b>
Program Implementation	Clearly demonstrates capacity and ability for quick start-up and success	<b>30</b>	
Population Experience	Clearly demonstrates significant experience providing service to the population outlined in this RFP	<b>30</b>	
Equity	Clear evidence of a plan to center racial equity and incorporate culturally responsive practices into the service delivery model	<b>20</b>	
Culturally Specific Services	Applicant is a culturally specific service provider. Yes/No	<b>5</b>	
Budget and Staffing Plan	Budget is clearly stated, covering all associated program costs. Staffing aligns with ratios in this RFP and compensation is competitive. Budget does not exceed maximum expenditures as outlined in this RFP	<b>15</b>	
<b>Total</b>		<b>100</b>	

<b>Supportive Housing Case Management</b>			
<b>Area</b>	<b>Ideal Response</b>	<b>Max score</b>	<b>Score</b>
Program Implementation	Clearly demonstrates capacity and ability for quick start-up and success	<b>30</b>	
Population Experience	Clearly demonstrates significant experience providing service to the population outlined in this RFP	<b>30</b>	
Equity	Clear evidence of a plan to center racial equity and incorporate culturally responsive practices into the service delivery model	<b>20</b>	
Culturally Specific Services	Applicant is a culturally specific service provider. Yes/No	<b>5</b>	
Budget and Staffing Plan	Budget is clearly stated, covering all associated program costs. Staffing aligns with ratios in this RFP and compensation is competitive. Budget does not exceed maximum expenditures as outlined in this RFP	<b>15</b>	
<b>Total</b>		<b>100</b>	

# EXHIBIT C – Sample Contract

## HOUSING AUTHORITY OF CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract #

This Personal Service Contract (this “Contract”) is entered into between the Housing Authority of Clackamas County (“HACC”) and \_\_\_\_\_ (“Contractor”), \_\_\_\_\_), collectively referred to as the “Parties” and each a “Party.” HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

### ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on \_\_\_\_\_.
- 2. Scope of Work.** Contractor shall provide the following personal services: \_\_\_\_\_ (“Work”), further described in **Exhibit A**.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Write Out Number dollars (\$ \_\_\_\_\_), for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] or [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in HACC Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

**7. Contractor and HACC Contacts.**

Contractor	HACC
Administrator:	Administrator:
Phone:	Phone:
Email:	Email:

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any



court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, 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, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of HACC or any department of HACC, nor purport to act as legal representative of HACC or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC, nor shall Contractor settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, 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.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by HACC, less any setoff to which HACC is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**28. [OPTIONAL]CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such

other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. [OPTIONAL] CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of HACC may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. [OPTIONAL] KEY PERSONS.** Contractor acknowledges and agrees that a significant reason HACC is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, HACC is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless HACC provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide HACC with such Key Person's services unless HACC provides prior written consent to such reassignment or transfer.
- 31. [OPTIONAL] COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to HACC only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; HACC accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, HACC consents to such use by any other public agency.
- 32. [OPTIONAL] FEDERAL CONTRACTING REQUIREMENTS.** HACC intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

**33. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Company Name

Housing Authority of Clackamas County

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
XXXXXX

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type / State of Formation

**SAMPLE CONTRACT - EXHIBIT A  
PERSONAL SERVICES CONTRACT**

**Scope of Work**

[Insert detailed scope of work]

[Insert rates and costs if payment is on a time and material basis]

[Insert payment schedule if applicable]

**[OPTIONAL]**

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of HACC and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by HACC, in writing, to receive the Work under this Contract.

When HACC wishes Contractor to perform the Work, HACC will submit an official HACC Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the HACC Task Order form has been executed by the parties. In the event a project authorized under the HACC Task Order extends beyond the expiration of this Contract, the HACC Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.



**SAMPLE CONTRACT - EXHIBIT B**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, "Contractor" means \_\_\_\_\_, and "HACC" means Housing Authority of Clackamas County, a political subdivision of the State of Oregon.

1. HACC intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by HACC for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by HACC. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to HACC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to HACC, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly

pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, HACC and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. 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 an 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. 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.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date