

HOUSING AUTHORITY OF CLACKAMAS COUNTY OREGON CITY, OREGON

REQUEST FOR PROPOSALS #03-2022

Shelter Operations and Case Management Services, Clackamas County Veterans Village

ISSUE DATE: Monday, March 28, 2022

DUE DATE: Monday, April 11, 2022 5:00 PM PST

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 #03-2022

The Housing Authority of Clackamas County (HACC) issues this Request for Proposals (RFP) to seek proposals for the provision of shelter operations and case management services for the Clackamas County Veterans Village

Issue Date: Monday, March 28, 2022

Due Date: Monday, April 11, 2022 5:00 PM PST

Submittals are to be delivered to the RFP Contact per the submission requirements outlined in the RFP. Late submittals will not be considered.

Proposal Meetings (Optional):

Wednesday, March 30, 2021, 4:00pm-5:00pm

Please RSVP to attend Proposal Meeting receive online link: HACCSHS@clackamas.us

Proposal Submission:

Submit electronic copies via email to (*Preferred method*): 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 Monday, April 4, 2022, 5:00 PM PST please contact:

Vahid Brown
Housing Authority of Clackamas County
Email: HACCSHS@clackamas.us

RFP Schedule:

Milestone	Date
Issue RFP	03/28/2022
Optional Proposal Meeting	03/30/2022, 4:00pm-5:00pm
Deadline for Questions	5:00PM PST, 04/4/2022
Issue Final Addendum (if necessary)	04/07/2022
Proposals Due	5:00 PM PST, 04/11/2022
Anticipated Award Announcement	04/28/2022

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I. INTRODUCTION

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 request for proposals seeks to procure the services needed to operate the transitional shelter community Clackamas County Veterans Village and to provide all necessary staffing and case management services for the successful operation of the village program. Further information on the Veterans Village is provided below (Scope of Services). HACC has an estimated project total of \$350,000 for any contract(s) resulting from 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.

II. GUIDING PRINCIPLES AND EXPECTATIONS

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. SCOPE OF SERVICES

This RFP is to procure operational services for the Clackamas County Veterans Village, a transitional shelter community located at 16575 SE 115th Avenue, Clackamas, OR, 97015. In continuous operation since Fall 2018, the Veterans Village consists of 24 small house-like structures (“sleeping pods”), with a site layout and infrastructure capable of hosting 30 such structures, as well as two modular buildings providing common facilities including restrooms, showers, cooking facilities, meeting space and offices. These facilities are the property of the County and are provided for use by participants of the Veterans Village program. Eligible participants are adults experiencing homelessness who identify as veterans of the armed services of the United States. This RFP is for shelter operations and case management services as well as a limited property management liaison function at the Veterans Village. HACC has an estimated project total of \$350,000 for any contract(s) resulting from this RFP.

All proposals submitted by applicants shall incorporate and adhere to all applicable 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.

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.

Shelter Operations

The service provider applicant will provide overall shelter operation services to the Veterans Village, including but not limited to the following activities:

- Taking referrals of eligible participants from Coordinated Housing Access (CHA), and conducting rigorous outreach to referred households and facilitating their voluntary placement in the program
- Assigning staff to the Homeless Veterans Coordination Team (HVCT), attending HVCT meetings, and supporting the By-Name List case conferencing work of the HVCT
- Maintaining access to and scheduling of the sleeping pods
- Conducting HMIS intake, annual, and exit paperwork and data entry requirements.
- Providing milieu management, including supporting community-building activities among participants and identifying and promoting opportunities for participant involvement and leadership in community activities at the Veterans Village
- Providing on-site staff with adequate skills and, where appropriate, certification enabling them to address behavioral health needs of participants
- Coordinating and calendaring services and activities on-site
- Coordinating and calendaring volunteer activities and tours at the site
- Working with community partners to promote the development of village social infrastructure

Case Management Services

The service provider applicant will provide case management services to program participants, including but not limited to the following activities:

- Developing Individualized Service Plans with each participant and supporting participants in reaching their goals
- Assessing participants' housing barriers, needs, and preferences
- Assisting participants in accessing benefits, employment, mental and physical health services, removing housing barriers, and generally supporting the needs of participants as they relate to long-term housing stability upon exiting the program
- Assisting participants in accessing permanent housing supports, including vouchers and rent assistance, and providing housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Providing assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
- Facilitating warm hand-offs with other service providers engaged with participants at the time of exits to permanent housing, including with providers of supportive services case management

Property Management Liaison Functions

The Veterans Village and its facilities are the property of the County and the County maintains responsibility for overall maintenance and property management needs of the Village. The service provider applicant will liaise with appropriate staff at the County in support of the County's maintenance and property management roles. This includes but is not limited to:

- Identifying needed maintenance, repairs, grounds keeping, and any other property-related issues necessary to the maintenance of a safe, clean, and welcoming environment for program participants, and notifying County staff as these needs are identified
- Liaising with County staff or contractors on site and facilitating their access to the property as needed for the conduct of maintenance or other property-related work

IV. SUBMISSION REQUIREMENTS

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:

- An 8.5” X 11” format, either vertical or horizontal
- A font size no smaller than 11 points
- Do not include any web links or any materials not requested** in the proposal. Any materials not requested, will not be evaluated or scored
- Proposers may submit only one proposal
- Proposals must be no more than five (5) single-sided pages which includes a one page budget using the template in Exhibit C and **not counting** Exhibit A – Proposal Certification. Please do not include a cover page.

2. Required Materials/Information

- Completed and signed copy of Exhibit A – Proposal Certification
- Responses to all questions in Section V
- Proposed program budget using the template in Exhibit C

3. 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

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. Describe best practices established within your agency related to the services you are applying to provide.
- A.2. Describe your plan to provide the programming described in the Scope of Services, including the proposed staffing model. Include a program implementation timeline and a projected success rate. Describe essential services necessary to serve the demographic described to be served under this contract if awarded.
- 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. In the narrative, please provide a brief description of the specific use of funds for each budget line item.

VI. EVALUATION

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. The highest scoring proposal(s) will advance to the Housing/Continuum of Care Steering Committee for final review and approval.

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 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

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 shall be for a term of not less than one year (twelve calendar months from the date of contract execution). Contracts may, contingent upon availability of funds and written agreement of the parties, be executed for a multi-year period, of up to five (5) years. 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 D.

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. 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 HACC 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-047-0730 and ORS 279B.405, or LCRB C-047-0740 and ORS 279B.410, as applicable. HACC will not entertain protests submitted after the time period established in this rule.

H. 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 “Clackamas County, the Housing Authority of Clackamas County, and their agents, officers, and employees” as additional insureds.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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, and a contract has been fully executed.

N. 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.

O. 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.

P. 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.

Q. 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

1. Addendum – Definitions
2. Exhibit A – Proposal Certification
3. Exhibit B – Scoring Matrix
4. Exhibit C – Budget Template
5. Exhibit D – 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

Veterans Village Operations			
Area	Ideal Response	Max score	Score
Program Implementation	Clearly demonstrates capacity and ability for quick start-up and success, as well as experience providing service to the population outlined in this RFP	35	
Program Model	Program description clearly identifies all necessary program components, staff, and services necessary to the successful operation of a transitional shelter community	30	
Equity	Clear evidence of a plan to center racial equity and incorporate culturally responsive practices into the service delivery model	20	
Budget and Staffing Plan	Budget is clearly stated, covering all associated program costs. Compensation is competitive. Budget does not exceed maximum expenditures as outlined in this RFP	15	
Total		100	

EXHIBIT C – Budget Template

Budget Template		
Line Item Category	Narrative/Description <small>Please provide a detailed description of each line item</small>	Funds Requested
Personnel		
Personnel Subtotal:		
Program Operations		
Program Operations Subtotal:		
Client Services		
Client Services Subtotal:		
Capacity Building		
Capacity Building Subtotal:		
Administration		
Indirect Administration		
Administration Subtotal:		
Total Funds Requested		

EXHIBIT D – Sample Contract

EXAMPLE
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 pursuant to 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: Phone: Email:	Administrator: Phone: 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.

- a. **Responsibility for Damages.** 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.
- b. **Indemnification and Defense of HACC.** The Contractor agrees to indemnify, defend, save and hold harmless HACC, and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. 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.
- c. **Indemnification and Defense of Metro.** The Contractor agrees to indemnify, defend, save and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro 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. —

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.
<input type="checkbox"/> 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. 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. FURTHER ASSURANCES. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable regional, State, or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable regional, State, or Federal funding requirements.

29. [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.

30. [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.

31. [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.

32. [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.

33. [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>.

34. REPORTING REQUIREMENTS. In performance of the Work, Contractor shall:

- a) Execute the Homeless Management Information System ("HMIS") Participation Agreement, attached hereto as **Exhibit ____** and incorporated by this reference herein.
- b) Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database. As used herein, "participation" means:
 - i) Completing all necessary initial HMIS data entry training within one month of Contract execution;
 - ii) Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
 - iii) Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv) Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v) Correcting data quality, missing information, and null data errors as specified by HACC's SHS Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi) Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
 - vii) Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;

**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.