

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon for Older Adult Peer Support Services

Purpose/Outcomes	Provides peer support services for older adults in Clackamas County, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues.
Dollar Amount and Fiscal Impact	Amendment #01 adds \$19,498.88; increasing the maximum grant value to \$175,489.91.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2021 and terminates on September 30, 2021.
Previous Board Action	Agreements reviewed and approved February 6, 2020, Agenda 020620-A4.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of substance use and mental health services.
Counsel Review	Reviewed and approved June 29, 2021 (AN).
Procurement Review	Was the item processed through Procurement? No Subrecipient agreements and amendments do not require Procurement review.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9403

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Older Adult Peer Support Services. Services support Clackamas County residents, sixty-five (65) years and older, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues. This Amendment extends the term of the Agreement three (3) months to ensure no gap in services while a formal procurement process is completed.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. Amendment #01, effective July 1, 2021 through September 30, 2021, adds \$19,498.88 to the value of the Agreement.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney Cook, Interim Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9403	Division: BH	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 1 \$ \$19,498.88
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non 3CC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: Mental Health & Addiction Association of Oregon^

CONTRACT AMOUNT: \$175,489.91

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ - _____ | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____ | <input checked="" type="checkbox"/> Biennium _____ - _____ |
| <input checked="" type="checkbox"/> Other 7/1/2021 - 9/30/2021 | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Naylor, Andrew Date Approved: Tuesday, June 29, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Behavioral Health**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Mental Health & Addiction Association of Oregon^ _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/22/2021 _____

PURPOSE OF

CONTRACT/AGREEMENT:

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021 and adds \$19,498.88 for the additional months of service.

H3S CONTRACT NUMBER: 9403 _____

Subrecipient Amendment

Subrecipient Agreement Number: 20-026 (BH 9403)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service

Agreement Budget

Agreement Time

Other: Updates contacts

This Amendment #1 is entered into between the Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on February 6, 2020.

Justification for Amendment:

The Agreement provides residential treatment services.

This Amendment #1 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment #1 also updates financial reporting dates, and the County's grant accountant and program supervisor.

Compensation of \$19,498.88 is added for the additional months of service, increasing the Agreement grant amount to \$175,489.91.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND Clackamas County Data, Grant Accountant:

Grant Accountant: Ke`ala Adolpho
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us

TO READ:

Grant Accountant: Nicole Unck
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us

AMEND Clackamas County Data, Program Supervisor:

Program Supervisor: Naomi Caster
Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5379 NCaster@clackamas.us

TO READ:

Program Supervisor: Angela Brink
Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5318 ABrink@clackamas.us

AMEND Recitals #2:

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

TO READ:

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 **and IGA No. 166036 awarded on May 25, 2021, which are** the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”) Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver

Mental Health & Addictions Association of Oregon #9403 – Older Adult Peer Support Services

Subrecipient Agreement 20-026 – Amendment #1

Page 4 of 10

any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$155,991.03**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$149,161.87** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$6,829.16** in other funds are provided for funding of other items in the program budget.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$175,489.91**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$167,807.10** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$7,682.81** in other funds are provided for funding of other items in the program budget.

AMEND Section 9b of the Agreement:

b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

TO READ:

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing and within 15 days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within SUBRECIPIENT's organization.

ADD Amendment Budget to Exhibit B, Subrecipient Program Budget:

OLDER ADULT A&D PEER SUPPORT 2021 AMENDMENT BUDGET		JUL-SEP 2021
FEDERALLY FUNDED EXPENDITURES		
Personnel Services		
Salary	\$	11,658.75
Payroll taxes	\$	1,218.34
Workers Compensation	\$	30.31
Benefits	\$	2,029.34
<i>Personnel Services Total</i>	<i>\$</i>	<i>14,936.74</i>
Materials, Supplies & Services		
<u>Contractual</u>		
Web Works	\$	85.00
<u>Travel and Transportation</u>		
Local Travel	\$	1,017.90
Peerpocalypse	\$	264.63
<i>Materials, Supplies & Services Total</i>	<i>\$</i>	<i>1,367.53</i>
Operating Expenses		
Continuing Education/Training	\$	169.65
Fees, Licenses & Permits	\$	98.96
Program Supplies	\$	125.00
Copies	\$	60.00
Postage	\$	12.50
Phone	\$	179.83
<i>Operating Expenses Total</i>	<i>\$</i>	<i>645.94</i>
<i>Federal Subtotal</i>	<i>\$</i>	<i>16,950.21</i>
Federal Indirect - 10%	\$	1,695.02
FEDERAL TOTAL	\$	18,645.23

NON-FEDERAL FUNDED EXPENDITURES		
Client Engagement and Support	\$	125.00
Equipment Lease - Copier	\$	29.18
Rent - Office	\$	588.12
	<i>State Subtotal</i>	\$ 742.30
Non-Federal Indirect - 15%	\$	111.35
NON-FEDERAL FUNDS		\$ 853.65
TOTALS		\$ 19,498.88

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by July 15, 2021 for June 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 15, 2021 for September 30, 2021** expenses.

AMEND Section 4 of Exhibit D, Required Financial Reporting and Reimbursement Request:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us, NCaster@clackamas.us and MWestbrook@clackamas.us

TO READ:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us and MWestbrook@clackamas.us

AMEND the Reporting Schedule of Exhibit E, Performance Reporting:

Reporting Schedule		
	Reporting Period	Report Due
1st Report	July 1 – September 30, 2019	No later than October 30, 2019
2nd Report	October 1 – December 31, 2019	No later than January 30, 2020
3rd Report	January 1 – March 31, 2020	No later than April 30, 2020
4th Report	April 1 – June 30, 2020	No later than July 30, 2020
5th Report	July 1 – September 30, 2020	No later than October 30, 2020
6th Report	October 1 – December 31, 2020	No later than January 30, 2021

7th Report	January 1 – March 31, 2021	No later than April 30, 2021
8th Report	April 1 – June 30, 2021	No later than July 30, 2021

TO READ:

Reporting Schedule		
	Reporting Period	Report Due
1st Report	July 1 – September 30, 2019	No later than October 30, 2019
2nd Report	October 1 – December 31, 2019	No later than January 30, 2020
3rd Report	January 1 – March 31, 2020	No later than April 30, 2020
4th Report	April 1 – June 30, 2020	No later than July 30, 2020
5th Report	July 1 – September 30, 2020	No later than October 30, 2020
6th Report	October 1 – December 31, 2020	No later than January 30, 2021
7th Report	January 1 – March 31, 2021	No later than April 30, 2021
8th Report	April 1 – June 30, 2021	No later than July 30, 2021
9th Report	July 1 – September 30, 2021	No later than October 30, 2021

AMEND Section 2 of Incident Reporting Procedure of Exhibit E, Performance Reporting:

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: NCaster@clackamas.us

TO READ:

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: ABrink@clackamas.us

AMEND Exhibit F, Final Financial Report:

PROJECT NAME: Older Adult A&D Peer Support (Fund Source: Community Mental Health Block Grant, CFDA 93.958)	Agreement #: 20-026 Date of Submission: XX/XX/XX
SUBRECIPIENT: MENTAL HEALTH & ADDICTION ASSOCIATION OF OREGON	
Has Subrecipient submitted all requests for reimbursement? Yes / No	
Has Subrecipient met all programmatic closeout requirements? Yes / No	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds authorized on this Agreement:	\$149,161.87
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total Other Funds authorized on this Agreement:	\$6,829.16
Year-to-Date Other Funds requested for reimbursement on this Agreement:	
Total Other Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended Other Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Mental Health & Addictions Association of Oregon #9403 – Older Adult Peer Support Services

Subrecipient: Agreement 20-026 – Amendment #1

Page 9 of 10

TO READ:

PROJECT NAME: Older Adult A&D Peer Support (Fund Source: Community Mental Health Block Grant, CFDA 93.958)	Agreement #: 20-026 Date of Submission: XX/XX/XX
SUBRECIPIENT: MENTAL HEALTH & ADDICTION ASSOCIATION OF OREGON	
Has Subrecipient submitted all requests for reimbursement? Yes / No	
Has Subrecipient met all programmatic closeout requirements? Yes / No	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds authorized on this Agreement:	\$167,807.10
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total Other Funds authorized on this Agreement:	\$7,682.81
Year-to-Date Other Funds requested for reimbursement on this Agreement:	
Total Other Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended Other Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

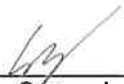
**MENTAL HEALTH & ADDICTIONS
ASSOCIATION OF OREGON**

COUNTY OF CLACKAMAS

Janie Gullickson 06/25/2021
Authorized Signature Date

Tootie Smith Date
Chair, Board of County Commissioners

Janie Gullickson, Executive Director
Name / Title (Printed)

Approved as to form:
 06/29/2021
County Counsel Date

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addiction Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services

Purpose/Outcomes	Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery.
Dollar Amount and Fiscal Impact	Amendment #01 add \$87,976.43; increasing the maximum grant value to \$791,787.79.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2021 and terminates on September 30, 2021.
Previous Board Action	Agreement reviewed and approved February 6, 2020, Agenda Item 020620-A5.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of alcohol and drug recovery services.
Counsel Review	Reviewed and approved June 29, 2021 (AN)
Procurement Review	Was the item processed through Procurement? No Subrecipient agreements and amendments are not processed through Procurement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9372

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHAAO) for Alcohol and Drug Recovery Peer Delivered Services. Services support Clackamas County residents at risk of substance use and/or abuse or in alcohol and drug recovery. This Amendment extends the term of the Agreement three (3) months to ensure no gap in services while a formal procurement process is completed.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Amendment #01 is effective July 1, 2021 and continues through September 30, 2021, and adds \$87,976.43 to the value of the Agreement.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

Rodney Cook, Interim Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9372	Division: BH	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 1 \$ 87,976.43
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, July 22, 2021

CONTRACT WITH: Mental Health & Addiction Association of Oregon

CONTRACT AMOUNT: \$791,787.79

TYPE OF CONTRACT

- | | |
|--|---|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|--|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input checked="" type="checkbox"/> Other 7/1/2021 - 9/30/2021 | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off **N/A**

Commercial General Liability: **Yes** **No, not applicable** **No, waived**

If no, explain why:

Business Automobile Liability: **Yes** **No, not applicable** **No, waived**

If no, explain why:

Professional Liability: **Yes** **No, not applicable** **No, waived**

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No **Yes** (must have CC approval-next box) **N/A** (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Naylor, Andrew **Date Approved:** Tuesday, June 29, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Behavioral Health**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Mental Health & Addiction Association of Oregon _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/22/2021 _____

PURPOSE OF

CONTRACT/AGREEMENT:

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021 and adds \$87,976.34 for the additional months of service.

H3S CONTRACT NUMBER: 9372 _____

Subrecipient Amendment

Subrecipient Agreement Number: 20-025 (BH 9372)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other: Updates contacts

This Amendment #1 is entered into between the Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on February 6, 2020.

Justification for Amendment:

The Agreement provides residential treatment services.

This Amendment #1 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment #1 also updates financial reporting dates, and the County's grant accountant and program supervisor.

Compensation of \$87,976.43 is added for the additional months of service, increasing the maximum Agreement grant amount to \$791,787.79.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND Clackamas County Data, Grant Accountant:

Grant Accountant: Ke`ala Adolpho
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us

TO READ:

Grant Accountant: Nicole Unck
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us

AMEND Clackamas County Data, Program Supervisor:

Program Supervisor: Naomi Caster
Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5379 NCaster@clackamas.us

TO READ:

Program Supervisor: Angela Brink
Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5318 ABrink@clackamas.us

AMEND Recitals #2:

Mental Health & Addictions Association of Oregon #9372 – A&D Peer Support

Subrecipient Agreement 20-025 – Amendment #1

Page 3 of 10

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

TO READ:

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 **and IGA No. 166036 awarded on May 25, 2021, which are** the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver

Mental Health & Addictions Association of Oregon #9372 – A&D Peer Support

Subrecipient Agreement 20-025 – Amendment #1

Page 4 of 10

any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$703,811.36**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$663,629.23** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$40,182.13** in other funds are provided for funding of other items in the program budget.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$791,787.79**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$746,582.90** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$45,204.89** in other funds are provided for funding of other items in the program budget.

AMEND Section 9b of the Agreement:

b) **Personnel.** If SUBERECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

TO READ:

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing and within 15 days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within SUBRECIPIENT’s organization.

ADD Amendment Budget to Exhibit B, Subrecipient Program Budget:

A&D PEER SUPPORT 2021 AMENDMENT BUDGET		JULY-SEP 2021
FEDERALLY FUNDED EXPENDITURES		
Personnel Services		
Salary	\$	50,189.00
Payroll taxes	\$	5,244.75
Workers Compensation	\$	130.49
Benefits	\$	8,900.35
<i>Personnel Services Total</i>	<i>\$</i>	<i>64,464.59</i>
Materials, Supplies & Services		
<u>Contractual</u>		
Web Works	\$	531.25
Professional Services	\$	1,250.00
<u>Travel and Transportation</u>		
Local Travel	\$	5,125.05
Peerpocalypse	\$	1,205.12
<i>Materials, Supplies & Services Total</i>	<i>\$</i>	<i>8,111.42</i>
Operating Expenses		
Continuing Education/Training	\$	610.13
Fees, Licenses & Permits	\$	183.04
Program Supplies	\$	625.00
Copies	\$	75.00
Software	\$	76.97
Postage	\$	37.50
Phone	\$	878.58
CDL	\$	336.00
Dropbox	\$	14.20
<i>Operating Expenses Total</i>	<i>\$</i>	<i>2,836.42</i>
<i>Federal Subtotal</i>	<i>\$</i>	<i>75,412.43</i>
Federal Indirect - 10%	\$	7,541.24
FEDERAL TOTAL	\$	82,953.67

NON-FEDERAL FUNDED EXPENDITURES		
Client Engagement and Support	\$	1,250.00
Computers and Equipment	\$	343.75
Equipment Lease - Copier	\$	125.93
Rent - Office	\$	2,647.94
	<i>State Subtotal</i>	\$ 4,367.62
Other Indirect - 15%	\$	655.14
NON-FEDERAL FUNDS		\$ 5,022.76
TOTALS		\$ 87,976.43

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by July 15, 2021 for June 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 15, 2021 for September 30, 2021** expenses.

AMEND Section 4 of Exhibit D, Required Financial Reporting and Reimbursement Request:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us, NCaster@clackamas.us and MWestbrook@clackamas.us

TO READ:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us and MWestbrook@clackamas.us

AMEND the Reporting Schedule of Exhibit E, Performance Reporting:

Reporting Schedule		
	Reporting Period	Report Due
1st Report	July 1 – September 30, 2019	No later than October 30, 2019
2nd Report	October 1 – December 31, 2019	No later than January 30, 2020
3rd Report	January 1 – March 31, 2020	No later than April 30, 2020
4th Report	April 1 – June 30, 2020	No later than July 30, 2020

5th Report	July 1 – September 30, 2020	No later than October 30, 2020
6th Report	October 1 – December 31, 2020	No later than January 30, 2021
7th Report	January 1 – March 31, 2021	No later than April 30, 2021
8th Report	April 1 – June 30, 2021	No later than July 30, 2021

TO READ:

Reporting Schedule		
	Reporting Period	Report Due
1st Report	July 1 – September 30, 2019	No later than October 30, 2019
2nd Report	October 1 – December 31, 2019	No later than January 30, 2020
3rd Report	January 1 – March 31, 2020	No later than April 30, 2020
4th Report	April 1 – June 30, 2020	No later than July 30, 2020
5th Report	July 1 – September 30, 2020	No later than October 30, 2020
6th Report	October 1 – December 31, 2020	No later than January 30, 2021
7th Report	January 1 – March 31, 2021	No later than April 30, 2021
8th Report	April 1 – June 30, 2021	No later than July 30, 2021
9th Report	July 1 – September 30, 2021	No later than October 30, 2021

AMEND Section 2 of Incident Reporting Procedure of Exhibit E, Performance Reporting:

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: NCaster@clackamas.us

TO READ:

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: ABrink@clackamas.us

AMEND Exhibit F, Final Financial Report:

PROJECT NAME: A&D Peer Support (Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, CFDA 93.959)	Agreement #: 20-025 Date of Submission: XX/XX/XX
SUBRECIPIENT: MENTAL HEALTH & ADDICTIONS ASSOCIATION OF OREGON	
Has SUBRECIPIENT submitted all requests for reimbursement? Yes / No	
Has SUBRECIPIENT met all programmatic closeout requirements? Yes / No	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds authorized on this Agreement:	\$663,629.23
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total Other Funds authorized on this Agreement:	\$40,182.13
Year-to-Date Other Funds requested for reimbursement on this Agreement:	
Total Other Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended Other Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

SUBRECIPIENT's Certifying Official (printed): _____

SUBRECIPIENT's Certifying Official (signature): _____

SUBRECIPIENT's Certifying Official's Title: _____

TO READ:

PROJECT NAME: A&D Peer Support (Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, CFDA 93.959)	Agreement #: 20-025 Date of Submission: XX/XX/XX
SUBRECIPIENT: MENTAL HEALTH & ADDICTIONS ASSOCIATION OF OREGON	
<i>Has SUBRECIPIENT submitted all requests for reimbursement? Yes / No</i>	
<i>Has SUBRECIPIENT met all programmatic closeout requirements? Yes / No</i>	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds authorized on this Agreement:	\$746,582.90
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total Other Funds authorized on this Agreement:	\$45,204.89
Year-to-Date Other Funds requested for reimbursement on this Agreement:	
Total Other Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended Other Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

SUBRECIPIENT's Certifying Official (printed): _____

SUBRECIPIENT's Certifying Official (signature): _____

SUBRECIPIENT's Certifying Official's Title: _____

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

**MENTAL HEALTH & ADDICTIONS
ASSOCIATION OF OREGON**

COUNTY OF CLACKAMAS

Janie Gullickson 06/25/2021
Authorized Signature Date

Tootie Smith, Chair Date
Board of County Commissioners

Janie Gullickson, Executive Director
Name / Title (Printed)

Approved as to form:

 06/29/2021
County Counsel Date

July 22, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Subrecipient Agreement with the
Clackamas County Children's Commission for the Help Me Grow Program

Purpose/Outcomes	In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will ensure that HMG aligns with other maternal, child, and family health and early learning systems.
Dollar Amount and Fiscal Impact	Contract maximum value is \$72,000.00
Funding Source	Funding through the Health Share of Oregon Grant
Duration	Effective upon Signature and terminates on December 31, 2021
Previous Board Action	No previously Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on June 20, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a Grant
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10194

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Subrecipient Agreement with the Clackamas County Children's Commission for the Help Me Grow Program.

In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. The Access to Preventive Health Program (APHP), which is part of the Public Health Division, within the Health, Housing & Human Service Department at Clackamas County, receives funding from Health Share of Oregon to oversee the implementation of HMG in Clackamas County. APHP is contracting with the Clackamas County Children's Commission (CCCC) to implement HMG. The funds will pay for a cross-systems team [Family & Community Connections Director (Liaison Manager), Community Connections Specialist (Liaison), Family Connections Manager, Coordinators & Family Connections Assistant] at CCCC.

HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to

Page 2 Staff Report
June 22, 2021
Agreement #10194

the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children's health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a "centralized access point" (known throughout as "Regional HMG," which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC's regional coordination activities.

Contract maximum value is \$72,000.00

This contract is effective upon signature and continues through December 31, 2021.

RECOMMENDATION:

Staff recommends the Board approve this Agreement.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT PH-21-001**

Program Name: ***Clackamas County Children's Commission – Agreement #10194***
 Program/Project Number: 40003

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Department, Public Health Division (COUNTY) and ***Clackamas County Children's Commission*** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

COUNTY Data

Grant Accountant: <i>Sherry Olson</i>	Program Manager: <i>Kim La Croix</i>
Clackamas County – Public Health Division 2051 Kaen Road, Suite 367 Oregon City, OR 97045 (503) 742-5342 SOlson4@co.clackamas.or.us	Clackamas County – Public Health Division Program Manager 999 Library Ct Oregon City, OR 97045 (971) 806-0064 KLaCroix@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: <i>Carlos Valles</i>	Program Representative: <i>Danielle Rushing</i>
Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 (503) 675-4565 carlosv@clackcokids.org	Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565, ext 364 danieller@clackcokids.org
FEIN: 93-0624672	

RECITALS

1. In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. The Access to Preventive Health Program (APHP), which is part of the Public Health Division, within the Health, Housing & Human Service Department at Clackamas County, receives funding from Health Share of Oregon to oversee the implementation of HMG in Clackamas County. APHP is contracting with the Clackamas County Children's Commission (CCCC) to implement HMG. The funds will pay for a cross-systems team [Family & Community Connections Director (Liaison Manager), Community Connections Specialist (Liaison), Family Connections Manager, Coordinators & Family Connections Assistant] at CCCC.
2. HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children's

health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a "centralized access point" (known throughout as "Regional HMG," which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC's regional coordination activities.

3. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **January 1, 2021** and not later than **December 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Health Share Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Health Share Grant Award** issued to the COUNTY by Health Share of Oregon, an Oregon nonprofit corporation. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$72,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any**

amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the Health Share of Oregon Grant Agreement.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement

- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Health Share of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (December 31, 2027), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("ORS") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to

the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance

coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

By: _____
Chair

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

Clackamas County Children's Commission

Darcee
By: Kilsdonk
Darcee Kilsdonk, Executive Director

Digitally signed by Darcee
Kilsdonk
Date: 2021.06.23 13:31:22
-07'00'

Dated: 06.23.2021

- Exhibit A: SUBRECIPIENT Statement of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Progress Report Template
- Exhibit D: Reporting Template Chart
- Exhibit E: Request for Reimbursement Template

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

1. Scope of Work

1.1. Continuity and system alignment

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will ensure that HMG aligns with other maternal, child, and family health and early learning systems.
- Continuity and system alignment activities include, but are not limited, the following components:
 - In partnership with Public Health/APHP and other early learning partners, CCCC will work to align HMG with existing screening and referral systems

1.2. Resource maintenance and community outreach

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will promote HMG as a system to support community partners and Clackamas County families.
- Resource maintenance and community outreach include, but are not limited, the following components:
 - In partnership with Regional HMG, CCCC will:
 - Regularly enter new resources and validate existing resources in the Regional HMG resource database
 - Promote young child development, screening and referral processes throughout the community, with specific emphasis on cultural outreach/partnering with culturally-specific agencies and communities of color
 - Conduct outreach related to increasing developmental awareness for families and promotion of HMG. Outreach can be conducted virtually (e.g., texting, website, social media) or in-person (following all COVID-19 requirements)
 - Present information related to developmental knowledge and screening/referral practices. This information will be consistent with Regional HMG messaging

1.3. Quality improvement

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and Public Health/APHP, CCCC will engage in continuous quality improvement in order to strengthen the local prenatal and early childhood service system.
- Quality improvement activities include, but are not limited, the following components:
 - CCCC will regularly identify, document, and communicate gaps in the service array
 - In partnership with Public Health/APHP, CCCC will share lessons learned and implementation updates with Health Share of Oregon, Regional HMG, the Early Learning Hub, and members of the PCOC
 - In partnership with Public Health/APHP, CCCC will contribute to a local service array gap analysis

1.4. Equity and trauma-informed practices

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and Public Health/APHP, CCCC will develop and implement strategies that are grounded in racial and health equity and trauma-informed practices.

- Equity and trauma-informed practice activities include, but are not limited, the following components:
 - CCCC will work with Public Health/APHP and other partners to find, understand, and eliminate disparities in racial and health outcomes
 - CCCC will work with Public Health/APHP and other partners to ensure that HMG services are trauma-informed, focus on the most vulnerable groups that face the most or greatest challenges, and that resources are allocated where they are most-needed
 - CCCC will work with Public Health/APHP and other partners to examine the barriers that families experience when they access and engage in prenatal and early childhood services, supports, and resources

2. Deliverables and Timeline

Description	Due Date
CCCC will complete a quarterly progress report and submit to Regional HMG and Public Health/APHP (see Exhibits C and D for templates)	April 30, 2021 July 30, 2021 October 29, 2021 February 11, 2022

3. Metrics and Reporting

3.1. Metrics (see Exhibits C and D for CCCC progress report templates)

Meetings

Deliverables: Attendance and participation at monthly regional Liaison meeting and quarterly reporting/data sharing meeting

Accountability Check: Participation report and follow-up tasks distributed to all stakeholders quarterly

Process	Responsible	Due Date
Monthly regional Liaison meeting <ul style="list-style-type: none"> • Agenda: review the previous month's outputs - presentations and outreach completed, gaps identified and filled, resources validated. • Hour minute meeting to review work of previous month 	Liaison Liaison Manager HMG-Regional	Held between 12-17 th of each month
Quarterly reporting/data sharing meeting <ul style="list-style-type: none"> • Agenda: review Clackamas County-specific data (CCCC and CCPH); discuss areas for quality improvement; joint strategy development • Hour minute meeting to review work before submitting quarterly progress report 	Liaison Liaison Manager CCPH	Held at least two weeks before quarterly progress reports are due

Promoting Help Me Grow as a system to support community partners

Deliverable: Conduct at least two outreach activities per week (24 per quarter)

- 1) 50% of activities are with organizations that are culturally-specific and/or represent communities of color
- 2) 25% of activities are with general audiences
- 3) 25% of the activities are with HMG partner organizations

Accountability: Number and percent of outreach activities will be reviewed in the monthly operations meeting

Process	Responsible	Due Date
Details on each outreach activity will be recorded in HMG database (please reference HMG Liaison Handbook for data entry instructions)	Liaison	End of each month

Resource database: Entering new resources

Deliverable:

- Gaps in services for young children and families will be identified. Categories with fewer than 5 resources will be considered a gap to be filled.
- At least 3 resources added to the database to fill the need
- # of culturally-specific agencies that are in the regional HMG database (by County)

Accountability: In the monthly regional liaison meeting, new resources added to the database are reviewed, and gaps prioritized for the next month

Process	Responsible	Due Date
Identify services to meet the prioritized gap for each month. Enter the organizations that provide those services into the HMG database. Details included are, but are not limited to, service delivery logistics, cultural specificity, and languages spoken by staff. (Please see the HMG Liaison Handbook for a full outline of required organizational fields)	Liaison	End of each month

Resource database: Validate existing resources

Deliverable: Existing resources in the HMG database are validated for accuracy monthly

Accountability: In the monthly regional liaison meeting, the team will review county-specific lists with the dates the information was validated

Process	Responsible	Due Date
Review county-specific community resources in the HMG resource database. Ensure the details on services are correct and current. Enter the date of validation for each organization.	Liaison	End of each month

3.2. Reporting Schedule

Reporting Period	Report Due
January – March 2021	April 30, 2021
April – June 2021	July 30, 2021
July – September 2021	October 29, 2021
October – December 2021	February 11, 2022

**EXHIBIT B
 PROGRAM BUDGET**

Program Contact: Danielle Rushing	
Agreement Term: 01/01/2021 0- 12/31/2021	
	Approved
Approved Award Budget Categories	Award Amount
Personnel (List salary, FTE & Fringe costs for each position)	
Liaison	\$5,968.09
Liaison Manager	\$9,071.02
Data Entry Specialist	\$5,290.09
Strategic Communications Specialist	\$38,883.42
Strategic Communications Director	\$10,274.38
Total Personnel Services	\$69,487.00
Supplies	
printing and mailing HMG materials, social media)	\$2,513
Total Programmatic Costs	\$72,000.00
	\$72,000.00
Total Grant Costs	

EXHIBIT C
PROGRESS REPORT TEMPLATE

Help Me Grow Progress Report

Agency: Clackamas County Children's Commission

Reporting Period:

Submitted by:

Program Reporting

Please report on the following that was achieved during the reporting period:

1. Attendance and participation at the monthly regional HMG Liaison meeting and quarterly reporting/data sharing meeting
 - a. What meeting follow-up tasks were achieved during the quarter?
2. Number of total HMG outreach activities? Activities can include, but are not limited, to presentations about HMG, information/resource circulation, and marketing of partner organization's services. (Expectation is to do a minimum of 24 activities per quarter; activities can include texting, social media, and/or online communications)
 - a. How many activities were with organizations that are culturally-specific and/or represent communities of color? (Expectation is that 50% of activities will be with organizations that are culturally-specific and/or represent communities of color)
 - b. How many activities were with general audiences? (Expectation is that 25% of activities will be with general audiences)
 - c. How many activities were with HMG partner organizations? (Expectation is that 25% of activities will be with HMG partner organizations)
3. List the name and/or number of new resources that were entered in the regional HMG database.
4. On a monthly basis, each county-specific community resource needs to be validated for accuracy and updated in the HMG regional database.
 - a. How many total resources changed over the reporting period?
 - b. How did you verify the accuracy of each resource (i.e., website check, phone call, text, site visit, etc.)
5. Provide a summary on the HMG system improvement activities that were completed over the past quarter.
 - a. Aligning existing screening and referral processes
 - b. Program eligibility/enrollment

- c. Communication and marketing
 - d. Information exchange with partners
 - e. Racial equity
 - f. Stakeholder (families, service providers) engagement and feedback
 - g. Self-assessment
 - h. Other
6. Provide a brief narrative on the past quarter's successes and challenges, and recommendations for the upcoming quarter.

EXHIBIT D
REPORTING TEMPLATE CHART

<u>Category</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
Number of calls to the line (by parent, clinician, or other social service agency) *new families entering HMG system				
Number of contacts with families (calls, emails, etc.)				
Primary reason for the call				
Basic demographics (including race, ethnicity, language, age of child, whether they are on OHP)				
Ranked list of services/programs to which referrals were made				
Percentage of families successfully connected to services				
Ranked list of service/program gaps (service/program gap means a service/program does not exist to address the need)				

**EXHIBIT E
 REQUEST FOR REIMBURSEMENT
 INVOICE TEMPLATE**

Date: _____

Company Name

Address:

City, State, Zip Code

Phone: (XXX)XXX-XXXX

Program:

To: Clackamas County Public Health Division
 Attention: Accounts Payable
 2051 Kaen Road, # 367
 Oregon City, Oregon 97045
 Direct Line: (503)742-5302
 Fax: (503)742-5979

Or electronically to: PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # XXXX in the subject of the e-mail.

Contract # XXXX

Month Service Provided
<i>Month-Year</i>

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

July 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for Operations Funding for Mt Hood Express

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum agreement is \$636,999. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant), the County, and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5311 Rural Transit Formula Funds and 5311 COVID Funds. Match is provided through Special Transportation Funds (state grant), county general funds (\$9,500), and private contributions from businesses in the Mt Hood area. \$9,500 in County General Fund was awarded by the BCC when Social Services began operating the Mt Hood Express (formerly Mountain Express) in 2006 to provide match support for the 5311 Operations Grant from ODOT. These match funds have been included in our CGF allocation since that time.
Duration	Effective July 1, 2021 and terminates on June 30, 2023
Previous Board Action	021121-A4
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	6/16/21 KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10228

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county general funds (\$9,500), and private contributions from businesses in the Mt Hood area. \$9,500 in County General Fund was awarded by the BCC when Social Services began operating the Mt Hood Express (formerly Mountain Express) in 2006 to provide match support for the 5311 Operations Grant from ODOT. These match funds have been included in our CGF allocation since that time.

Recommendation

Staff recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the County.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10228	Division: SS	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Christopherson, Teresa	<input checked="" type="checkbox"/> Revenue
	Program Contact: Babcock, Kristina	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non 3CC Item BCC Agenda **Date:** _____

CONTRACT WITH: 21-23 ODOT, Rail and Public Transit Division 5311 (#34975)

CONTRACT AMOUNT: \$636,999.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ | <input type="checkbox"/> 4 or 5 Year _____ |
| <input type="checkbox"/> Upon Signature _____ | <input type="checkbox"/> Biennium _____ |
| <input checked="" type="checkbox"/> Other 07/01/2021 - 06/30/2023 | <input type="checkbox"/> Retroactive Request? _____ |

INSURANCE What insurance language is required?

- Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived

If no, explain why: _____

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

- No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Wednesday, June 16, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

**H3S Admin
Only**

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
 Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 ODOT, Rail and Public Transit Division 5311 (#3

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Project Admin and Operations for MHX and VS. COVID
funds \$378,079.00

H3S CONTRACT NUMBER: 10228

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$785,989.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$636,999.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement 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 this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon
Agreement No. 34975

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 34975

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Valerie Egon

Date _____ 06/01/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Clackamas County 34975				
<i>Project Administration and Operations.</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$89,640.00	\$80,434.00	\$9,206.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$318,270.00	\$178,486.00	\$139,784.00	Local
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$378,079.00	\$378,079.00	\$0.00	
Sub Total	\$785,989.00	\$636,999.00	\$148,990.00	
Grand Total	\$785,989.00	\$636,999.00	\$148,990.00	

1. BACKGROUND

For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.

2. PROJECT DESCRIPTION

Administration:

This task in this Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

Operations:

This task in this Agreement provides funding for Recipient to contract for general public commuter and deviated route services as follows:

The Commuter service branded The Mt. Hood Express will run from the City of Sandy to Timberline Lodge; seven days per week, seven runs per day April through November, and eight runs per day for all other months. Hours of service are 5:15 AM to 11:15 PM.

In addition, the City of Sandy supports the commuter service with a deviated route connector serving the City of Sandy, Villages at Mt. Hood, Welches, and Rhododendron. Deviated route service runs between Sandy and Rhododendron four trips per day, year round with hours of service that accommodate seasonal demand.

COVID-19 Operating

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

3. PROJECT DELIVERABLES

Administration:

Recipient shall perform administrative activities to support service sustainability as follows: budgeting and resource allocation, service coordination, capital asset replacement, planning, contract management, reporting, marketing, and outreach.

Operations:

The service, schedule, days, hours, and service type will be designed to meet the needs of the general public as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

All services provided must be open to the general public and marketed as general public service.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

COVID-19 Operating

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Expenses incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Administration:

Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.

Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, Special Transportation Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Operations:

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may

use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave, are included as a fund source for some Agreement projects. Projects funded with CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 20, 2020 to be eligible for reimbursement.

Projects funded with CARES Act funds will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.

Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

Disbursement Schedule for Non-CARES-funded Operations

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$636,999.00

Administered By

Public Transportation Division
555 13th Street NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for these workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant from Oregon Department of Education Youth Development Division for Youth and Community to fund PreventNet Community School Sites in Clackamas County.

Purpose/Outcome	If awarded, grant will fund PreventNet Community School sites in 10 schools and 7 school districts through sub-agreements with non-profit service providers. PreventNet provides academic support services to youth at high risk of disengagement from school and dropping out.
Dollar Amount and Fiscal Impact	\$1,000,000 (\$50,000 per PreventNet site per year for two years) No impact to the County. No match requirement.
Funding Source	Oregon Department of Education – Youth Development Division (Title XX Youth Investment and State General Funds)
Duration	July 1, 2021 – June 30, 2023
Previous Board Action/Review	
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	n/a
Procurement Review	Was the item processed through Procurement? No. Approval to Apply for Grant
Contact Person	Adam Freer 971-533-4929
Contract No.	n/a

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval to apply for Youth and Community Grants from Oregon Department of Education Youth Development Division. If awarded, funds will be sub-awarded to local non-profits to continue to operate PreventNet Community Schools – a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school.

There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County and services include one-on-one case coordination for at-risk and high-risk youth referred by school counselors, teachers, principals, and families. Site staff conduct assessments to determine youth strengths and needs, and connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

If awarded, the funding involved includes a combination of federal (CFDA #93.667) and state general funds. There is no match requirement.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this request to apply and authorization for Tootie Smith, Board Chair, to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

Financial Assistance Applicant Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S-Children, Family and Community Connections

 Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No
 If renewal, complete sections 1, 2, & 4 only
 If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Reengagement Opportunity Grant

Funding Source: Federal State Local

Requester Information (Name of staff person initiating form): Brian McCrady

Requester Contact Information: 503-348-4261

Department Fiscal Representative: Scott Vandecosvering

Program Name or Number (please specify): PreventNet Community Schools

Brief Description of Project:

Prevent Net Community Schools are a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County. CFCC contracts with local non-profit agencies to provide services at the sites, including one-on-one case coordination for at-risk and high risk youth referred by school counselors, teachers, principals, youth assessments to determine strengths and needs, and to connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

Name of Funding Agency: Oregon Department of Education - Youth Development Council

Agency's Web Address for funding agency Guidelines and Contact Information:

https://www.oregon.gov/youthdevelopmentdivision/Documents/ROG_docs_to_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf

OR

Application Packet Attached: Yes No

Completed By: Brian McCrady 06/08/2021
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competing Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>
CFDA(s), if applicable: <u>93.667</u>	Funding Agency Award Notification Date: <u>08/27/2021</u>	
Announcement Date: <u>05/25/2021</u>	Announcement/Opportunity #: <u>ODE-1170-21</u>	
Grant Category/Title: <u>Oregon Department of Education Youth and Reengagement</u>	Max Award Value: <u>Multiple Applications - total \$1,000,000</u>	
Allows Indirect/Rate: <u>15%</u>	Match Requirement: <u>none</u>	
Application Deadline: <u>07/13/2021</u>	Other Deadlines: <u>none</u>	
Award Start Date: <u>10/1/2021</u>	Other Deadline Description: _____	
Award End Date: <u>06/30/2023</u>	Program Income Requirement: <u>none</u>	
Completed By: <u>Brian McCrady</u>		
Pre-Application Meeting Schedule: _____		

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Brian McCrady

6/8/2021

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Adam Freer	6.8.21	Adam S. Freer <small>Digitally signed by Adam S. Freer Date: 2021.06.08 11:04:28 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	6-15-2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.15 09:54:28 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

FINANCE SENIOR COMPLIANCE SPECIALIST		
Elizabeth Comfort	6.22.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.22 12:53:52 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

Financial Assistance Applicant Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Sect on I: Funding Opportunity Information - To be completed by Requester

Lead Department:

H3S-Children, Family and Community Connections

Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Reengagement Opportunity Grant

Funding Source: Federal State Local

Requestor Information (Name of staff person Initiating form):

Brian McCrady

Requestor Contact Information:

503-348-4261

Department Fiscal Representative:

Scott Vandecorenberg

Program Name or Number (please specify):

PreventNet Community Schools

Brief Description of Project:

PreventNet Community Schools are a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County. CFCC connects with local non-profit agencies to provide services at the sites, including one-on-one case coordination for at-risk and high risk youth referred by school counselors, teachers, principals, youth assessments to determine strengths and needs, and to connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

Name of Funding Agency:

Oregon Department of Education - Youth Development Council

Agency's Web Address for funding agency Guidelines and Contact Information:

https://www.oregon.gov/youthdevelopment/division/Documents/ROG_docs_to_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf

OR

Application Packet Attached: Yes No

Completed By:

Brian McCrady

06/08/2021

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Sect on II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA (), if applicable:

93.667

Funding Agency Award Notification Date:

08/27/2021

Announcement Date:

09/29/2021

Announcement/Opportunity #:

ODE-1170-21

Grant Category/Title:

Oregon Department of Education Youth and Reengagement Op

Max Award Value:

Multiple Applications - total \$1,000,000

Allow indirect/Rate:

15%

Match Requirement:

none

Application Deadline:

07/13/2021

Other Deadlines:

none

Award Start Date:

10/1/2021

Other Deadline Description:

Award End Date:

06/30/2023

Completed By:

Brian McCrady

Program Income Requirement:

none

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party, non-county entity, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Brian McCrady

6/8/2021



Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN ****

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla/Mulino area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$177,884. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	<ol style="list-style-type: none"> 1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10205; Subrecipient #22-006

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Foothills Community Church/Molalla Adult Community Center showed an interest in providing these services in the Molalla/Mulino area, so an Interagency Subrecipient agreement with the Foothills Community Church/Molalla Adult Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Bombaugh for Rodney A. Cook

Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10205	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
		Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, July 22, 2021

CONTRACT WITH: 21-23 Foothills Community Church

CONTRACT AMOUNT: \$177,884.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Union Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off **N/A**

Commercial General Liability: **Yes** **No, not applicable** **No, waived**
If no, explain why: _____

Business Automobile Liability: **Yes** **No, not applicable** **No, waived**
If no, explain why: _____

Professional Liability: **Yes** **No, not applicable** **No, waived**
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No **Yes** (must have CC approval-next box) **N/A** (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor **Date Approved:** Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.22 13:21:30 -0700

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
-------------------------------------	------------------------

Amendment/Change Order Original Number
--

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Foothills Community Church

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/22/2021

PURPOSE OF

CONTRACT/AGREEMENT: Aging services subrecipient agreement for the delivery of community-based services to older adults in the Molalla/Mulino area.

H3S CONTRACT NUMBER: 10205

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-006**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Foothills Community Church** as manager of the **Molalla Adult Community Center** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Amanda St. Clair-Estrada	Program Representative: Cecily Rose
Fiscal Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 amanda@foothillsonline.com	Center Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 cecily@foothillsonline.com
DUNS: 83-530-7836	FEIN: 93-1240330

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$177,884**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$73,278** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds:** COUNTY's funding of **\$72,354** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$1,625** for Low Income Home

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

Page 2 of 54

Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization. The **\$25,827** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts 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. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT 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.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings 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, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’s expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an “occurrence” form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY 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.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

k. Binding Effect. This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

l. Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

Foothills Community Church

By: 
Pastor Dale Satrum, Lead Pastor

Dated: 6/14/2021

Approved as to Content:

By: 
Cecily Rose, Center Director

Dated: 6/14/2021

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

- d. **PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.

- e. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
 - i. Molalla Adult Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Molalla Adult Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Molalla community to enhance visibility and encourage participation. One unit is one meal served.

- h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the January 1, 2022 deadline

3. **SERVICE OBJECTIVES**

a. **Case Management**

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator ("CSC") assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I & A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Molalla area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - (1) outline of presentation
 - (2) copies of flyers, brochures, etc. distributed
 - (3) names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports

- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

g. Food Service

Objective 1: To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

h. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

i. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

k. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- iv. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2011 Ford Startrans, VIN: 1FFDE4FS2BDA39224
 - b. 2017 Ford StarCraft Allstar, VIN: 1FDEE3FS8HDC29365
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

Page 33 of 54

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

Page 37 of 54

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

12. Major Disaster Declaration number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 5 Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2. UNIT COST SCHEDULE

Foothills Community Church
Molalla Adult Community Center Services
Fiscal Year 2021-22

Federal Award Numbers	OAA III B		OAA III C1		OAA III C2		OAA III D		Match	NSIP Funds	Other State funds	Ride Comm		TriMet STIF Funds	Medicaid Funds	LIHEAP Funds	P.I. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	STIF Funds	DR-65-012				20.513	DR-65-012								20.513
CFDA Number	93,044	93,045	93,045	93,045	93,045	93,045	93,043	N/A	N/A	93,053		(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
Case Management	7,749						862											296.00	\$8,611	\$26.18	
Reassurance	4,899						545											157	\$5,444	\$31.23	
Information & Assistance	1,085						121											81	\$1,206	\$13.44	
Public Outreach	300						33											6	\$333	\$50.00	
Transportation - OAA III-B	-						0											0	\$0	\$5.00	
OAA HDM Assessments							0											0	\$1,833	\$26.19	
OAA - Meal Site Mgmt			18,788	13,709	9,647	3,614											18,104	24,800	\$63,862	\$1.70	
Food Service - Frozen HDMS			12,300			1,368	4,200											6,000	17,868	\$2.75	
Site Purchased Meals - Restaurant				2,340		0												293	2,340	\$8.00	
APD Medicaid HDMS			(5,355)	(1,665)		(596)	(1,732)								25,827		0	2,198	\$16,459	\$7.76	
Evidence-based Health & Wellness programming																		104			
Non Medical Medicaid Rides					5,200	0					0							Classes	\$5,200	\$50.00	
Transport - Ride Con Out of Dist.														1,831	4,119			350	\$5,950	\$17.00	
Vehicle Maintenance - Ride Conn.												24,371					1,383	2,785	\$25,764	\$8.75	
Special Tran. Formula-TAXI and/or Van						\$513.50						\$4,800							\$5,314	N/A	
LIHEAP Intakes												42,033							1,532	\$42,033	N/A
TOTALS	14,033	18,788	20,654	12,135	5,200	6,460	2,468	-	66,404	4,800	1,831	29,946	1,625	19,497	203,840						

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$177,884

Federal Award Totals \$ 78,077.98

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	296	1 hour of service	35
Reassurance (OAA)	157	1 contact	50
Information and Assistance (OAA)	81	1 response to inquiry and follow up	45
Community Outreach	6	1 presentation	N/A
Transportation (OAA)	0	1 one-way ride	N/A
Evidence-based Health & Wellness programming	104	1 class session	20
Transportation (Medicaid non-medical)	350	1 one-way ride	3
Transportation (Ride Connection & STF)	4,317	1 one-way ride	100
Food Service – Frozen HDM's (OAA & NSIP)	6,000	1 meal delivered/served	25
Meal Site Management (OAA)	24,800	1 meal delivered/served	70
OAA HDM Assessment	70	1 Assessment Completed	60
Medicaid Home Delivered Meals	3,875	1 meal delivered/served	15

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
 2. Conduct business in the best interest of volunteers and clients.
 3. Communicate any issues, concerns and problems to each other in a timely manner.
-
1. COUNTY, as the Transportation Reaching People program ("TRP") agrees to:
 - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
 - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
 - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
 - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
 - e. Develop publicity for the program.
 - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
 - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
 - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
 2. SUBRECIPIENT agrees to:
 - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
 - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
 - c. Provide for adequate safety of volunteers during assignments.
 - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
 - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

Page 47 of 54

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT 8
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

SUBRECIPIENT, Foothills Community Church/Molalla Adult Community Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/14/2021

Company Name: Foothills Community Church/Molalla Adult Community Center

Signature: 

Name: Dale Satrum
(printed)

Title: Lead Pastor, Foothills Community Church

Foothills Community Church-Molalla Adult Comm. Ctr.

Sub-recipient Grant Agreement #22-006

Page 49 of 54

EXHIBIT 9
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit into the process:

MOLALLA ADULT COMMUNITY CENTER
RESOLUTION PROCEDURE

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Molalla Adult Community Center policies and procedures and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the Chief Administrative Official. Your complaint can be in writing or in person.

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Chief Administrative Official, he will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Administrator will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the Elder Board. Within thirty (30) days of receipt of your letter the Elder Board will send you a written decision. The decision of the Elders is final as to whether actions taken were justified.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority, rural residents age 60 and older:

Prioritization of services is based on need. The first priority services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services to the "at-risk" population.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Advisory Board is consulted.

3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: From 8:30 a.m. To 4:30 p.m.
Total hours per day: 8 hrs
Total hours per week: 40 hrs

b. Official Closures:

New Year's Day, January 1st
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Thanksgiving, 4th Thursday in November
Christmas, December 25th

4. Describe the boundaries of the area for which you propose to provide services.

Molalla area includes Colton, Mulino, Dickey Prairie, Union Mills, Macksburg, Yoder, Scotts Mill, Wilhoit Springs, Kokel Corner, Fernwood, Cedardale, Marquam and Elwood.

Northern Boundary: Carus to Spangler Road to Upper Highland Road to Hwy 211

Western Boundary: Carus down Hwy 213 to Liberal; West on Macksburg Rd. to Canby Marquam Rd.; South on Canby Marquam Rd. to Needy Rd.; West to Meridian; South on Meridian to Prairie Rd.; West to Clackamas County line; South on Clackamas County line to Maple Grove Rd.

Southern Boundary: Maple Grove to Kokel Corner

Eastern Boundary: Arc from Kokel Corner on the South up to intersection of Hwy 211 and Upper Highland Rd.

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Senior Center Director	Office Administrator	Van Drivers
Cecily Rose	Lauri Burns	2 Part-time
1 FTE	.5 FTE	1.0 FTE

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

6. Describe your methods for providing information about services.

The Senior Center informs the community of our services available via: announcements at congregate meal program, newspaper articles, staff public speaking, Center newsletter, bulletin boards, posters, I&R response by volunteers and staff, etc.

7. Briefly, describe your methods for providing legal services.

Several local attorneys volunteer time in which clients may schedule a half-hour appointment free of charge to discuss the legal need. The appointments are held at the Senior Center.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Foothills Community Church-Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #22-006

Page 53 of 54

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

June 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of
Transportation, Rail and Public Transit Division, for 5310 Enhanced Mobility Funds for Preventative
Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and
Transportation Services to Boring

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express bus service, preventative maintenance and a replacement vehicle for the Transportation Reaching People Program and purchased services providing elderly and disabled transportation to the Boring area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$215,111. These funds will be used to pay for preventative maintenance and operations for the Mt Hood Express, preventative maintenance for the Transportation Reaching People program, and to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by Special Transportation Formula funds and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5310 Elderly and Disabled Transportation grant. No county general funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2023
Previous Board Action	010721-A5
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	Agreement was reviewed and approved on 6/16/21 by KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	10233

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express buses. The Mt

Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. Match is provided through private contributions.

The Transportation Reaching People program provides rides to seniors and persons with disabilities throughout Clackamas County who have limited transportation options to get to medical appointments and other needed services. Preventative maintenance funds are also sought for vehicles operated by the Transportation Reaching People program. Match is provided with Special Transportation Funds.

This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with Special Transportation Formula Funds.

Total amount of the agreement is \$215,111. \$116,649 for preventative maintenance costs on the Mt Hood Express and Transportation Reaching People, \$35,735 for Mt Hood Express Operations, and \$62,727 for community based elderly and disabled transportation services in Boring. No County General Funds are involved.

Recommendation

Staff recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Mary R. Wainwright for Rodney A. Cook

Rodney A. Cook, Interim Director
He. lth Housing & Human Services

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

- 1 **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
- 2 **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$239,731.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$215,111.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement 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 this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon
Agreement No. 35148

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Valerie Egon

Date _____ 06/14/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Clackamas County 35148				
<i>Operating</i>				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$109,731.00	\$98,462.00	\$11,269.00	Local
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$130,000.00	\$116,649.00	\$13,351.00	Local
Sub Total	\$239,731.00	\$215,111.00	\$24,620.00	
Grand Total	\$239,731.00	\$215,111.00	\$24,620.00	

1. PROJECT DESCRIPTION

Purchased Services:

This task provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around the Clackamas County communities of the Highway 26 corridor.

Deviated Route services known locally as the Village Shuttle Weekend Service.

Section 5310 reimbursements for this service shall not exceed \$35,735.

Demand response service known locally as Boring Lifeline Transportation Services connecting the eligible residents of Boring, Oregon to local and nearby community services.

Section 5310 reimbursements for this service shall not exceed \$62,727.

Section 5310 reimbursements for the Purchased Services task of this agreement shall not exceed \$98,462.

Preventive Maintenance:

This task within this Agreement provides funding for preventive maintenance on vehicles used in the Mt. Hood Express service's provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

Section 5310 reimbursements for the Preventive Maintenance task of this agreement shall not exceed \$116,649.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the

operator of service, the affected community members, and stakeholders identified by Recipient.

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows:

Village Shuttle Weekend Service:

*For fiscal years 2022 and 2023: 144,260 rides;
For fiscal years 2022 and 2023: 2,000 unduplicated passengers.*

Boring Lifeline Transportation Services:

*For fiscal years 2022 and 2023: 1,538 rides;
For fiscal years 2022 and 2023: 48 unduplicated passengers.*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

Preventive Maintenance:

Recipient shall complete all preventive maintenance tasks prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State, upon request, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

3. PROJECT ACCOUNTING and MATCHING FUNDING

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, Statewide Transportation Improvement Fund, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$215,111.00

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY22-23 5310 Formula Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Kristina Babcock
Requestor Contact Information: 971-349-0481 kbabcock@clackamas.us
Department Fiscal Representative: Teresa Christopherson
Program Name or Number (please specify): Various (05339, 05353)
Brief Description of Project:

Continuation grant for Oregon Department of Transportation 5310 funds for vehicle maintenance and operations for MNX, vehicle maintenance for TRP and rides for seniors and persons with disabilities residing in the Boring area (purchased service).

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://trimet.org/meetings/stfac/grants.htm>

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock 12/16/2020
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 11/20/2020
CFDA(s), if applicable: 20.513 (5310 funds only)
Announcement Date: 11/20/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5310 Transportation Max Award Value: \$236,880
Allows Indirect/Rate: _____ Match Requirement: Yes
Application Deadline: 1/6/2021 Other Deadlines: _____
Grant Start Date: 7/1/2021 Other Deadline Description: _____
Grant End Date: 6/30/2023
Completed By: Kristina Babcock Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant support the Department and/or Division's Mission/Purpose/Goals?*

2. *What, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this grant? How will we meet these objectives?*

4. *Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Teresa Christopherson

12/17/2020

Teresa Christopherson

Name (Typed/Printed)

Date


Signature

**** NOW READY FOR PROGRAM/MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	12/17/2020	Brenda Durbin
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	12/17/20	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook	12/17/20	Matt Westbrook <small>Digitally signed by Matt Westbrook Date: 2020.12.17 14:27:45 -05'00'</small>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #4 with Lifeworks Northwest to provide Relief Nursery Services in Clackamas County

Purpose/Outcome	Lifeworks Northwest – Children’s Relief Nursery will provide services to families with children at risk and/or that have experienced child abuse/neglect. Services include therapeutic programs and home visitation services or equivalent virtual support, ongoing home-based parent education and respite care. Parents will also have the opportunity to attend an additional 10-week Circle of Security parenting education series.
Dollar Amount and Fiscal Impact	Amendment #4 adds \$72,000 for a maximum value of \$290,260 and extends the end date to June 30, 2022.
Funding Source	Clackamas County General Fund
Duration	July 1, 2021 to June 30, 2022
Previous Board Action/Review	072020
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/27/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment
Contact Person	Adam Freer
Contract No.	CFCC 8926

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing and Human Services Department requests the approval of a local Subrecipient Grant Agreement Amend #4 with LifeWorks Northwest for Relief Nursery services. Lifeworks NW – Children’s Relief Nursery services high-risk families with children under the age of six with the intensive support they need for their children to grow up safe, healthy and ready for school. Children participate in therapeutic programs, families receive home visits and are offered parenting education opportunities to promote health parenting and child development, with the goal of reducing the risk of child abuse and neglect.

This Local Subrecipient Grant Amendment #4 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$290,260.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Roubicek for Rodney A Cook

Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 8926	Division: CFCC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Jessica Duke	<input type="checkbox"/> Revenue
	Program Contact: Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 4 \$ \$72,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: LifeWorks NW

CONTRACT AMOUNT: \$290,260.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2022	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Thursday, May 27, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: June 22, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: LifeWorks NW

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/15/2021

PURPOSE OF

CONTRACT/AGREEMENT: Lifeworks Northwest – Children’s Relief Nursery will provide services to families with children at risk and/or that have experienced child abuse/neglect. Services include therapeutic programs and home visitation services or equivalent virtual support, ongoing home-based parent education and respite care.

Amendment #4 adds funds for FY21-22 for Lifeworks to continue Relief Nursery programming services.

H3S CONTRACT NUMBER: 8926

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Recipient Agreement Number: 8926

Board Order Number: 070920

Department/Division: H3S-Children, Family &
Community Connections

Amendment No. 4

Local Recipient: Lifeworks NW – Relief Nursery

Amendment Requested By: Adam Freer

Changes: Scope of Service

Agreement Budget

Agreement Time

Other:

Justification for Amendment:

This Amendment adds additional funds to continue Relief Nursery programming services. Relief Nursery provides a range of services that “wrap-around” the child and their family to reduce parental stress and social isolation, reduce child behavioral problems, improve social-emotional development of very young children, and improve overall stability of families served and reduce the risk of child abuse.

Maximum compensation is increased by \$72,000 for a revised maximum of \$290,260. The amendment becomes effective when it is fully executed for services July 1, 2021 through June 30, 2022.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with “***bold/italic***” font for easy reference.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than ***July 1, 2021*** and not later than ***June 30, 2022***, unless this Agreement is sooner terminated or extended

AMEND:

1. **Grant Funds.** The COUNTY’s funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that COUNTY will pay is \$218,260.

TO READ:

- Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that COUNTY will pay is **\$290,260**.

REPLACE:

Exhibit B: Budget Lifeworks NW – Children's Relief Nursery

WITH:

Exhibit B: BUDGET			
Contractor: LifeWorks NW - Children's Relief Nursery			
Address: 14600 NW Cornell Rd Portland, OR 97229			
Contact Person: Cynthia Asai			
Phone Number:			
E-mail: cynthia.asai@lifeworksnw.org			
Contract Term: July 1, 2021-June 30, 2022			
Contract #: CFCC - #8926 Amend 4			
Budget Category	Approved Budget July 1 '21-June 30 '22	Total	Match
Personnel			Not required on this Agreement
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ 33,462.00	
Fringe @ .25	\$ 8,365.50	\$ 8,365.50	
Program Coordinator .20 FTE	\$ 8,910.72	\$ 8,910.72	
Fringe @ .25	\$ 2,227.68	\$ 2,227.68	
Service Director @ .10 FTE	\$ 724.46	\$ 724.46	
Fringe @ .25	\$ 217.34	\$ 217.34	
Admin assistant to service director @ .005 FTE	\$ 197.50	\$ 197.50	
Fringe @ .25	\$ 54.31	\$ 54.31	
Total Personnel	\$ 54,159.51	\$ 54,159.51	
Administration			
Admin costs - iT, payroll, accounting, benefits admin, cultural diversity,	\$ 6,788.00	\$ 6,788.00	
Total Administration	\$ 6,788.00	\$ 6,788.00	
Program			
General office - occupancy, rent, utilities telephone, copier, general & property insurance	\$ 9,822.49	\$ 9,822.49	
Professional insurance	\$ 125.00	\$ 125.00	
Conference/Training	\$ 305.00	\$ 305.00	
Mileage	\$ 800.00	\$ 800.00	
	\$ -	\$ -	
	\$ -	\$ -	
Total Program	\$ 11,052.49	\$ 11,052.49	
Total Budget	\$ 72,000.00	\$ 72,000.00	

**Exhibit C: Performance Reporting
 Children, Family & Community Connections Division
 Work Plan Quarterly Report – Year 4**

Program: Children’s Relief Nursery
 Contractor: LifeWorks NW
 Contact: Denise Glascock denise.glascock@lifeworksnw.org
 Contract Term: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Q1	Q2	Q3	Q4
<p>Center-Based By 6/30/2022, a minimum of 16 unduplicated children will each receive 276 hours of therapeutic classroom services.</p> <p>By 6/30/2022, a minimum of 16 unduplicated children will be receiving, at minimum, monthly home visiting services.</p>	<p>Intermediate Outcomes/Measurement Tool 70% children will demonstrate improvement in age appropriate interactions with peers and adults based on ASQ and ASQ-SE assessments. Subjective observation, reported quarterly for children who have not yet completed 276 hours.</p> <p>After one year of Relief Nursery services, 80% of children will either achieve age-appropriate developmental progress as measured by appropriate developmental assessment tools (ASQ and ASQ-SE), or will be receiving appropriate Special Education and/or other special needs services). Reported when child/family has received services for one year.</p> <p>After six months of enrollment, 70% of parents express prosocial skills after 6 month assessment utilizing the Protective Factors Survey, 2nd edition, Retrospective (PFS-2).</p>				
<p>Home-Based By 6/30/2021, a minimum of 10-20 unduplicated families will receive ongoing home-based parenting education delivered in person or virtual format.</p>	<p>After six months of enrollment, 70% of parents express prosocial skills after 6 month assessment utilizing the Protective Factors Survey, 2nd edition (Retrospective) (PFS-2).</p>				

		<p>progress at 6 month assessment</p> <p># children who have been referred to and/or are receiving appropriate Special Education and/or other special needs services</p>					
<p>Respite By 6/30/2022, an average of 5 families receiving home-based and center-based services will take advantage of Respite Services at least twice (Respite will occur once a month and includes up to three hours of classroom based services).</p>		<p># Served home-based – families</p> <p># Served home-based – parents (individual)</p> <p># Parents (individual) participated in PFS-2</p> <p># Parents (individual) expressing prosocial skills after 6 month assessment utilizing the PFS-2</p>					
		<p># Served Respite – children</p>					
		<p># Served Respite – families</p>					

REPLACE:

Exhibit D-1: Lifeworks NW – Children’s Relief Nursery Reimbursement Request

WITH:

Exhibit D-1: REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .				
Contractor: LifeWorks NW - Children's Relief Nursery				
Address:	14600 NW Cornell Rd		Report Period:	
	Portland, OR 97229			
Contact Person:	Cynthia Asai			
Phone Number:			#8926 Amend 4	
E-mail:	cynthia.asai@lifeworksnw.org			
Contract Period:	July 1, 2021-June 30, 2022			
Budget Category	Budget July 1 '21-June 30 '22	Current Draw Request	Previously Requested	Balance
Personnel				
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ -	\$ -	\$ 33,462.00
Fringe @ .25	\$ 8,365.50	\$ -	\$ -	\$ 8,365.50
Program Coordinator .20 FTE	\$ 8,910.72	\$ -	\$ -	\$ 8,910.72
Fringe @ .25	\$ 2,227.68	\$ -	\$ -	\$ 2,227.68
Service Director @ .10 FTE	\$ 724.46	\$ -	\$ -	\$ 724.46
Fringe @ .25	\$ 217.34	\$ -	\$ -	\$ 217.34
Admin assistant to service director @ .005 FTE	\$ 197.50	\$ -	\$ -	\$ 197.50
Fringe @ .25	\$ 54.31	\$ -	\$ -	\$ 54.31
Total Personnel	\$ 54,159.51	\$ -	\$ -	\$ 54,159.51
Administration				
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity, exec team	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Total Administration	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Program				
General office - occupancy, rent, utilities telephone, copier, general & property insurance	\$ 9,822.49	\$ -	\$ -	\$ 9,822.49
Professional insurance	\$ 125.00	\$ -	\$ -	\$ 125.00
Conference/Training	\$ 305.00	\$ -	\$ -	\$ 305.00
Mileage	\$ 800.00	\$ -	\$ -	\$ 800.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Program	\$ 11,052.49	\$ -	\$ -	\$11,052.49
Total Grant Funds Requested	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY

Lifeworks NW
14600 NW Cornell Road
Portland, OR 97229

By: 
Mary Mohnat, CEO/President

Date: 06/15/21

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Hoodland Senior
Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$82,728. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10206; Subrecipient #22-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons living in the Villages of Mt. Hood area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

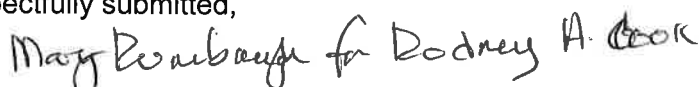
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Hoodland Senior Center showed an interest in providing these services in the Villages of Mt. Hood area, so an Interagency Subrecipient agreement with the Hoodland Senior Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10206	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, July 22, 2021

CONTRACT WITH: 21-23 Hoodland Senior Center

CONTRACT AMOUNT: \$82,728.00

TYPE OF CONTRACT

- | | |
|---|---|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input checked="" type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off **N/A**

Commercial General Liability: **Yes** **No, not applicable** **No, waived**
 If no, explain why: _____

Business Automobile Liability: **Yes** **No, not applicable** **No, waived**
 If no, explain why: _____

Professional Liability: **Yes** **No, not applicable** **No, waived**
 If no, explain why: _____

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No **Yes** (must have CC approval-next box) **N/A** (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Naylor, Andrew **Date Approved:** Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.22 18:02:49 -0700

Date: _____

**H3S Admin
Only**

Date Received: _____
 Date Signed: _____
 Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Social Services**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Hoodland Senior Center _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/22/2021 _____

PURPOSE OF

CONTRACT/AGREEMENT:

H3S CONTRACT NUMBER: 10206 _____

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-003**

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and Hoodland Senior Center ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Ella Vogel</i>	Program Representative: <i>Same</i>
Ella Vogel, Center Manager P.O. Box 508, 65000 E. Hwy 26 Welches, OR 970067 503-622-3331 hoodlandseniors@frontier.com	Same
DUNS: 92-891-8077	FEIN: 93-6002250

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$82,728**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$36,223** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** COUNTY's funding of **\$42,855** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds Issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$1,250** for Low Income Home

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 2 of 52

Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

10. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
- b. Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c. Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts 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. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT 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.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings 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, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by

- other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each Insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/

\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.

- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY 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.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

HOODLAND SENIOR CENTER

By: Robert Boertien
Robert Boertien, Board Chair

Dated: 06/03/2021

Approved as to Content:

By: Ella Vogel
Ella Vogel, Center Manager

Dated: 6/3/2021

Dated: _____

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES (WORK)

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, Information and assistance, case management; reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

- d. **PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.

- e. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
 - i. Hoodland Senior Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. SUBRECIPIENT will be responsible for:
 - i. recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - ii. orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - iii. submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

- iv. drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Hoodland community to enhance visibility and encourage participation. One unit is one meal served.
- h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed; accepted application submitted to COUNTY prior to the January 1, 2022 deadline

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).

- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Hoodland area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - i. outline of presentation
 - ii. copies of flyers, brochures, etc. distributed
 - iii. names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - i. Recruiting drivers.
 - ii. Submitting criminal checks
 - iii. Ensuring all drivers meet Ride Connection training requirements
 - iv. Scheduling road tests for all drivers.
 - v. Conducting periodic/seasonal driver safety training.
 - vi. Providing a copy of written procedures for transportation services to each driver.
 - vii. Scheduling vehicle maintenance.
 - viii. Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

g. Food Service

Objective 1: To produce and deliver contracted number of meals to throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.

- vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6 To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

h. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 24 of 52

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

i. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

k. Low Income Home Energy Assistance Program (LIHEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear-view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2013 Ford Goshen, VIN: 1FDEEFLIEDA23762
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth In Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. Resource Conservation and Recovery. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Drug-Free Workplace. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 32 of 52

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of Impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 33 of 52

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 36 of 52

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

12. Major Disaster Declaration number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**Exhibit 5
Reporting Requirements**

INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount. SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2. UNIT COST SCHEDULE

Hoodland Senior Center
Fiscal Year 2021-22

Federal Award Numbers	CFDA Number	Service Category	OAA III B Funds		OAA III C1 Funds		OAA III C2 Funds		OAA III C2 Funds		OAA III C2 Funds		OAA III C2 Funds		OAA III D Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LHEAP Funds		OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE				
			16A4ORT3SS	93,044	16A4ORT3C1	93,045	16A4ORT3HD	93,045	CARES Aids	93,045	16A4ORT3PH	93,043	STF Funds	5310 Funds					OR-65-012	20,513	N/A	N/A					(1)	(2)	(3)	(4)
Case Management			853												95										53.7	\$948	\$15.89			
Reassurance			1,060												118										67.0	\$1,178	\$15.82			
Information & Assistance			3,122												347										425	\$3,469	\$7.34			
Public Outreach			250												28										5	\$278	\$50.00			
Transportation - OAA			1,000												111										200	\$1,111	\$5.00			
OAA HDN Assessments															0										30	\$477	\$15.90			
OAA NSIP Food Service															1,164										5,065	\$21,982	\$4.11			
OAA Meal Prog. Mngt.															763										5,065	\$9,069	\$1.64			
Evidence Based Health & Wellness Programs															0										104	\$5,200	\$50.00			
Transp. - Ride Con Out of Dist.															0										547	\$5,077	\$8.75			
STF - Van/Vol or Taxi															0										1,475	\$38,790	N/A			
Ride Con - Vehicle Maint															600										N/A	\$3,000	N/A			
LHEAP Applications															\$0										50	\$1,250	\$25.00			
TOTALS			\$6,285	\$7,626	\$9,707	\$4,113	\$5,200	\$3,226	\$0	\$42,855	\$2,400	\$1,250	\$5,873	\$91,828																

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount \$82,728

Federal Award Totals \$34,510

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	53.7	1 hour of service	35
Reassurance (OAA)	67	1 contact	15
Information and Assistance (OAA)	425	1 response to inquiry and follow up	75
Ccommunity Outreach	5	1 presentation	N/A
Transportation (OAA Funding)	200	1 one-way ride	35
Food Service (OAA)	4,500	1 meal delivered/served	50
Meal Site Management (OAA)	4,500	1 meal delivered/served	50
OAA HDM Assessments	30	1 Assessment Completed	25
Evidence Based Health & Wellness Programs	104	1 class session	15
Transportation (Ride Connection)	547	1 one-way ride	35
Transportation (STF Funding)	1,475	1 one-way ride	25
LIEAP Intakes	50	1 Completed Application	50

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
2. Conduct business in the best interest of volunteers and clients.
3. Communicate any issues, concerns and problems to each other in a timely manner.

1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:

- a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
- b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
- c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
- d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
- e. Develop publicity for the program.
- f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
- g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
- h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.

2. SUBRECIPIENT agrees to:

- a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
- b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
- c. Provide for adequate safety of volunteers during assignments.
- d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
- e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 46 of 52

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People ("TRP") program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT 8
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date: _____

Company Name: Hoodland Senior Center

Signature: 

Name: Ella Vogel
(printed)

Title: Center Manager

EXHIBIT 9
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director and Board of Directors. The Board of Director's decision is binding. All complaints relating to AAA contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Traditionally, Hoodland Senior Center clients have not been denied outreach, case monitoring, or information and referral services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the outreach program.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: From 9 a.m. To 4 p.m. Mon. – Thurs.

Total hours per day: 7 hrs

Total hours per week: 28 hrs

b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November

Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

Hoodland area includes Welches, Rhododendron, Zig Zag, Brightwood, Salmon, Marmot, Alder Creek, Wemme and Government Camp. Service Area is Welches Grade School District

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

Page 49 of 52

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Director (0.75 FTE) Clerical Asst. (0.5 FTE)

6. Describe methods for providing information about services.

A variety of means are utilized to disseminate public information about services center staff and volunteers provide. A newsletter every other month is mailed out to Hoodland seniors. Presentations concerning senior issues and center programs are made to community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Hoodland Senior Center Board of Directors, from churches and other organizations also represent an important source of community networking and information sharing.

7. Briefly, describe methods for providing legal services.

Referrals are made to the Pro Bono monthly attorney assistance program at the Sandy Senior and Community Center, and to the Legal Aid Services of Oregon office in Portland.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return

Hoodland Senior Center

Subrecipient Grant Agreement #22-003

home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Friends of Canby
Adult Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$236,735. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10195; Subrecipient #22-001

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

Page 2 – Staff Report: H3S#10195
July 22, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Friends of Canby Adult Center showed an interest in providing these services in the Canby area, so an Interagency Subrecipient agreement with the Friends of Canby Adult Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

May Pombourne for Rodney A. Cook

Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10195	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Stefanie Reid	<input type="checkbox"/> Revenue
	Program Contact: Stefanie Reid	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: 21-23 Canby Adult Center

CONTRACT AMOUNT: \$236,735.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upcn Signature	-	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<input type="checkbox"/> Retroactive Request?	-

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor Date Approved: Thursday, May 27, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.06.22 17:51:28 -0700

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Canby Adult Center

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/22/2021

PURPOSE OF

CONTRACT/AGREEMENT: Aging services subrecipient agreement for the delivery of community-based services to older adults in the Canby area.

H3S CONTRACT NUMBER: 10195

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-001**

This Agreement is between **Clackamas County**, ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and
Friends of Canby Adult Center, Inc., dba Canby Adult Center ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Center Director	Program Representative: Center Director
Kathy Robinson P.O. Box 10, 1250 S. Ivy Canby, RO 97013 503-266-2970 cacdir@canby.com	Same
DUNS: 10-968-7413	FEIN: 93-0943494

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$236,735**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$201,756** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services ("ODHS"), Adults and People with Disabilities (APD), Community Services & Solutions Unit (CSSU) and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds:** COUNTY's funding of **\$27,454** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by

Canby Adult Center

Subrecipient Grant Agreement #22-001

Page 2 of 55

Ride Connection, Inc. and TriMet. COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts 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. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT 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.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings 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, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY 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.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation
- Exhibit 10: Business Associate Agreement

(signature page follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

**Friends of Canby Adult Center, Inc.
DBA: Canby Adult Center**

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

By: 
Kathy Robinson, Center Director

Signing on Behalf of the Board:

Dated: June 22 2021

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By approved via email by A. Naylor
County Counsel

Dated: 5/27/21

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this Agreement is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES. SUBRECIPIENT will provide the following Work:

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Canby Adult Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Ensure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$14.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Canby community to enhance visibility and encourage participation. One unit is one meal served.

- h. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must be demonstrated to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the January 1, 2022 deadline.

3. **SERVICE OBJECTIVES**

a. **Case Management**

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Canby area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - (1) outline of presentation
 - (2) copies of flyers, brochures, etc. distributed
 - (3) names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports

- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

g. Food Service

Objective 1: To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

h. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

i. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

k. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- iv. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe rides to clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2015 Dodge MV1 Amerivan; VIN: 2C7WDGBG8FR705616
 - b. 2017 Ford StarCraft Allstar; VIN: 1FDEE3FS6HDC29364
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance. To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.4 and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396a (58) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13 Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a subrecipient purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 5 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, Community Services & Supports Unit and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

- 7. Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for the longest of:

 - a. Six years following final payment and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 8. Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 9. Assignment of Agreement, Successors in Interest.**

 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 10. No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 11. Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration Number DR4499OR Agreement Provisions.** COUNTY is acquiring the services under this Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2. UNIT COST SCHEDULE

CANBY ADULT CENTER
Fiscal Year 2021-22

Federal Award Numbers	CFDA Number	Service Category	OAA III B		OAA III C1		OAA III C2		OAA III C2		OAA III D		Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		MEDICAD Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate
			Funds	(1)	Funds	(2)	Funds	(3)	Funds	(4)	Funds	(5)					Funds	(6)						
Case Management	16AORT355	93,044																				88.02	\$2,261	\$23.12/hr
Reassurance	16AORT355	93,044																				49	\$1,136	\$20.86
Inf. & Assistance	16AORT355	93,044																				663	\$10,012	\$13.58
Public Outreach	16AORT355	93,044																				7	\$167	\$21.43
Transportation - OAA	16AORT355	93,044																				1,684	\$842	\$0.00
Evidence Based Health & Wellness Program	16AORT355	93,044																				104	\$5,200	\$50.00
National Diabetes Prevention Program	16AORT355	93,044																				28	\$2,100	\$75.00
Trans - Ride Con. Out of Dist	16AORT355	93,044																				2,992	\$27,675	\$8.75
Non-Medical T19 Transportation	16AORT355	93,044																				75	\$1,275	\$17.00
Ride Connection Vehicle Maintenance	16AORT355	93,044																						
OAA-HDM Assessments	16AORT355	93,044																						
OAA Meal Site Management	16AORT355	93,044																						
Food Service - OAA & NSIP	16AORT355	93,044																						
LIEAP Intakes	16AORT355	93,044																						
TOTALS																								

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount: \$236,735

Federal Award Totals 206,556

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	80.02	1 hour of service	25
Reassurance (OAA)	49	1 contact	50
Information and Assistance (OAA)	663	1 response to inquiry and follow up	45
Community Outreach	7	1 presentation	N/A
Transportation (OAA)	1684	1 one-way ride	N/A
Evidence-based Health & Wellness programming	104	1 class session	20
National Diabetes Prevention Program	28	1 class session	10
Transportation (Medicaid non-medical)	75	1 one-way ride	3
Transportation (Ride Connection & STF)	2992	1 one-way ride	100
Food Service (OAA & NSIP)	39,865	1 meal delivered/served	225
Meal Site Management (OAA)	39,865	1 meal delivered/served	225
OAA HDM Assessments	145	1 Assessment Completed	125
LIEAP Intakes	25	1 Application Completed	25

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
 2. Conduct business in the best interest of volunteers and clients.
 3. Communicate any issues, concerns and problems to each other in a timely manner.
-
1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:
 - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
 - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
 - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
 - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
 - e. Develop publicity for the program.
 - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
 - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
 - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
 2. SUBRECIPIENT agrees to:
 - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
 - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
 - c. Provide for adequate safety of volunteers during assignments.
 - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
 - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

Canby Adult Center

Subrecipient Grant Agreement #22-001

Page 47 of 55

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT 8
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date: June 22 2021

Company Name: Friends of the Canby Adult Center, Inc.

Signature: Kathy Robinson

Name: Kathy Robinson

Title: Center Manager

Canby Adult Center

Subrecipient Grant Agreement #22-001

Page 49 of 55

Exhibit 9
CENTER RESPONSE FROM PREVIOUS SOLICATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

PROCEDURAL MEMO: #1B DATE: 5/9/96
RE: Center Participant Grievance/Service Appeal/Complaint Procedure

WHO CAN USE THIS PROCEDURE?

Any person who has been denied a Canby Adult Center service, who has been told they are ineligible for a service, or who has a complaint about how a Canby Adult Center service is being provided may use this grievance appeal/complaint procedure. The complaint cannot be something a person has only heard about. A paid employee of Canby Adult Center, who has a complaint about a matter which may affect his or her employment adversely must use the Grievance Procedure established by Canby Adult Center Board of Directors, Personnel Policies.

BEFORE A PERSON CAN MAKE A COMPLAINT OR APPEAL

It's important that a person try to solve a problem with the people directly involved. Talk over a complaint with them first. For example, if a person has been told he/she can't receive one of Canby Adult Center services, talk to the staff person who directs the service to find out why. If a person's complaint is about how one of Canby Adult Center services is being provided, talk to the person in charge of the day-to-day operation of that service to see if she/he can solve the problem. A person may go ahead with the procedure described below if that problem isn't solved informally.

WHERE TO TAKE A COMPLAINT

A person may take a complaint to the Canby Adult Center Director if the matter is not resolved with the department staff. A complaint can be in writing or in person. (See the address and phone number below.) It must concern something directly related to a service provided by Canby Adult Center.

HOW THE COMPLAINT WILL PROCEED

When a person makes a complaint, the Center Director will start a file. The file will contain a description of the complaint and report of any action taken to solve the problem. The Center Director will discuss the complaint with the person to try to solve the problem. Within five (5) working days of this discussion, the Center Director will let the complainant know what action is being taken. A person may request a review by the Grievance Committee of the Board of Directors if the problem isn't solved by the Center Director.

COMPLAINT REVIEW

The Grievance Committee of the Board of Directors will review the information on file about a the complaint and discuss it with the complainant to try to solve the problem. Within five (5) working days of this discussion the Grievance Committee will let the person know what action is

being taken. A person may request a hearing by the full Board of Directors if the problem isn't solved by the Grievance Committee.

HEARING

A complainant may request for a hearing before the Board of Directors. It must be in writing and contain a written statement describing the complaint and the circumstances surrounding it. A hearing date will be set on a day, time and place convenient for all. The hearing must be within thirty (30) calendar days of a request for a hearing. A complainant has the right to ask the Board of Directors for copies of all papers which will be used during the hearing. At the hearing both the complainant and the Board of Directors can show papers or pictures or anything that helps to describe the situation in question. Both the complainant and the Board can ask other witnesses to answer questions about the situation. Copies must be provided to the complainant at no cost.

When the hearing is over, the Board of Directors will send the complainant a written decision within five (5) working days of the hearing. The decision of the Board of Directors shall be the final decision as to whether actions taken were justified by Canby Adult Center policies and procedures in existence, and whether circumstances warrant policy review by Canby Adult Center Board of Directors.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Priority is given to the Nutrition program which includes a hot noon meal (4 days a week), cooked in our kitchens, and a hot meal (4 days a week) delivered to the residence of those who are homebound, and a frozen meal for three days of the week for those days when the meals are not delivered (Tuesday, Saturday and Sunday).

Priority in terms of time, resources and staff focus is given to the needs of the Client Services Coordinator who does home visits, case review, information & referral. The Client Services Coordinator helps clients with transportation, health insurance, housing and basic needs. The CSC coordinates volunteer drivers who transport seniors to appointments. The CSC offers used medical equipment to those who do not have insurance or whose insurance does not cover medical equipment. The CSC does 101+ other things for clients depending on the need.

It is the philosophy of the Canby Adult Center that all other staff support the work of these three departments: Kitchen, Meals on Wheels and Client Services.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: from 8:30 a.m. to 4:30 p.m.

Total hours per day: 8 hours

Total hours per week: 40 hours

After hours the building is used by individuals, community groups, civic organizations and others for meeting space. A monitor is employed to open and close the building and be host to each group while in the building.

b. Official Closures:

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the Friday after, and Christmas Day.

4. Please describe the boundaries of the area for which a person propose to provide services.

Canby School District boundaries.

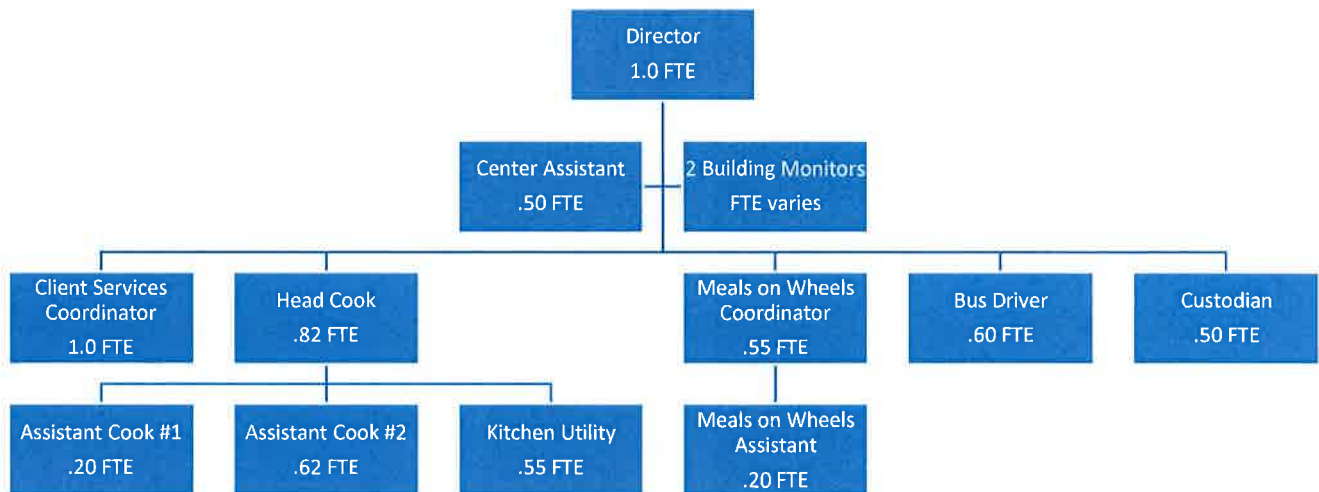
Willamette River, South End Road & Leland Road on the North

Etisha Road and Beatie Road on the East

Schneider Road to the South

Meridian Road to Klupneger Road to the West

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.



6. Describe methods for providing information about services.

Word of mouth, newsletter, newspaper, brochures, contact with churches.

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

a. **Home Delivered Meals:**

Staff members do intake and follow-up assessment, etc
Meals on Wheels Coordinator and Client Service Coordinator keep records.

b. **Congregate dining:**

Sign in participations and volunteers, processed by volunteers, records compiled by Center Director.

c. **Transportation:**

Staff scheduled, driver keeps records.

d. **Client Services:**

In-home and in-center. Staff schedules and keeps records.

e. **Fitness:** Volunteers teach senior aerobics, sit to be fit, line dancing and yoga, all free of charge; information included in newsletter, spreads by word of mouth.

f. **Programs:** Staff schedules - education or topics of interest and need. Noon entertainment scheduled as available.

g. **Volunteer Groups:** Assist with HDM, kitchen, dining room, etc. Often awareness is promoted within the organization (i.e. Kiwanis, Chamber, VFW and churches). At least one letter a year to all area churches to inform them of our services so we can be a part of their church outreach.

h. **Other Volunteers:** Staff recruits, train and schedules. Staff keeps records of their own department. They are reviewed and compiled by the Center Director, recorded and sent to the appropriate agencies, and then filed. Refer to organization chart for staff time and volunteers used and time spent.

8. Briefly, describe methods for providing legal services.

Law Day is once per month with a local attorney offering legal assistance to the seniors. Each senior has a 30-minute appointment. Legal counsel or additional assistance is then up to the senior to arrange for themselves. Legal services for the center are arranged for through a local attorney.

9. GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Canby Adult Center

Subrecipient Grant Agreement #22-001

Page 54 of 55

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of
Sandy/Sandy Senior & Community Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy/Boring service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$194,706. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	<ol style="list-style-type: none"> 1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10203; Subrecipient #22-011

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide Older American Act (OAA) funded services for persons living in the Sandy/Boring service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Sandy/Sandy Senior & Community Center showed an interest in providing these services in the Sandy/Boring service area, so an Intergovernmental Subrecipient agreement with the City of Sandy/Sandy Senior & Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10203	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: 21-23 City of Sandy-Sandy Community Center

CONTRACT AMOUNT: \$194,706.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE

 What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.22 18:01:51 -0700

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 City of Sandy-Sandy Community Center

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/22/2021

PURPOSE OF

CONTRACT/AGREEMENT: OAA & Transportation Services for area served by
Sandy Senior Center

H3S CONTRACT NUMBER: 10203

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-011**

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and City of Sandy on behalf of its Sandy Senior & Community Center ("SUBRECIPIENT"), a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanieriei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Tyler Deems	Program Representative: <i>To Be Determined</i>
Tyler Deems, Finance Manager 39250 Pioneer Blvd Sandy, OR 97055 503-668-5533 tdeems@ci.sandy.or.us	Senior Center Mgr. 38348 Pioneer Blvd Sandy, OR 97055 503-668-5569 @cityofsandy.com
DUNS: 03-708-5651	FEIN: 93-6002250

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof . Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$194,706**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.
 - a. **Grant Funds:** COUNTY's funding of **\$70,874** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds:** COUNTY's funding of **\$67,519** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by

City of Sandy – Sandy Senior & Community Center

Subrecipient Grant Agreement #22-011

Page 2 of 55

Ride Connection, Inc. and TriMet. COUNTY's funding of **\$3,500** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization. The **\$18,013** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts 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. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT 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.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings 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, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

15. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

16. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY 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.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

k. Binding Effect. This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

l. Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

**City of Sandy
Sandy Senior & Community Center**

By: 
Jordan Wheeler, City Manager

Dated: 6/3/21

Approved as to Content:

By: 
Tyler Deems, Deputy City Manager

Dated: 6/14/21

Approved to Form:

By: approved via email by A. Naylor
County Counsel

Dated: 5/27/21

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Sandy Sr. & Comm. Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

e. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Sandy Senior & Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science and be approved by County's Contracted Registered Dietitian. Food Service funds may also be used to purchase frozen meals as week-end meals from a County approved provider to ensure compliance with program standards. One unit is one meal served.

f. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Sandy community to enhance visibility and encourage participation. One unit is one meal served.

g. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.

- h. **Evidence-based Health & Wellness Program:** The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.
- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.
- j. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2017 deadline.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.

- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.

- iv. SUBRECIPIENT's I & A Specialist will update center information for COUNTY 's Community Resources Guide, initiate notification to County 's I&R program regarding any changes to SUBRECIPIENT programs, and notify County 's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to COUNTY I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

f. Food Service

Objective 1: To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

g. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.

- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.

- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meals

i. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

k. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

I. Low Income Home Energy Assistance Program (LIHEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not allow or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2016 Dodge MV1 Amerivan, VIN: 57WMD2C60GM100101
 - b. 2012 Ford Startrans Senator, VIN: 1FDFF4FS6CDB38243
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. Resource Conservation and Recovery. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962; requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Drug-Free Workplace. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. Fo-

City of Sandy – Sandy Senior & Community Center

Subrecipient Grant Agreement #22-011

Page 33 of 55

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

City of Sandy – Sandy Senior & Community Center

Subrecipient Grant Agreement #22-011

Page 37 of 55

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and Contractor shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit 5 Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make every effort to make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2. UNIT COST SCHEDULE

CITY OF SANDY - SENIOR CENTER
Fiscal Year 2021-22

Federal Award Numbers	CFDA Number	Service Category	OAA III B		OAA III C1		OAA III C2		OAA III C3		OAA III D		OAA III E		Required Match		NSIP		Other State Funds		Ride Connection		Inlet Funds		MEDICAID		LEAP		Program Income	NO. OF UNITS	TOTAL COST	REBURSEMENT RATE				
			Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds					Funds	Funds	Funds	
16A0RTSS	93,044	(1)	16A0RTSS	93,045	(2)	16A0RTSS	93,046	(3)	16A0RTSS	93,045	(4)	16A0RTSS	93,043	(5)	16A0RTSS	93,052	(6)	16A0RTSS	93,053	(8)	Other State Funds	20,513	(11)	20,513	(12)	20,513	(13)	20,513	(14)	20,513	(15)	20,513	(16)	177	\$1,581	\$35.81
Case Management (Hours)		\$3,295													\$366	(7)																	92	\$3,661	\$35.81	
Reassurance (Contracts)		\$1,434													\$169																		55	\$1,583	\$25.90	
Info. & Assistance		\$3,429													\$381																		188	\$3,810	\$18.27	
Transportation OAA		\$5,244													\$583																		1,311	\$5,827	\$4.80	
Physical Activity Falls Prevention												\$2,860			\$0																		57 Classes	\$2,860	\$50.00	
Family Cnvr. Respite															\$1,384																		175	\$6,920	\$31.70	
Trans - Ride Con. Out of Dist.															\$0																		2,666	\$2,803	\$8.75	
Transportation - Special Needs															\$0																		1,068	\$41,635	\$39.00	
Transportation - Boring Lifeline															\$0																		848	\$33,081	\$39.00	
Transport - T19 Non-Med.															\$0																		0	\$0	#N/A	
Ride Con - Vehicle Maint															\$1,200																		N/A	\$6,000	N/A	
OAA HDM Assessment															\$0																		70	\$2,507	\$35.81	
OAA Meal Site Management															\$2,998																		22,690	\$39,804	\$2.58	
Food Service - Frozen HDM															\$1,316																		5,775	\$17,198	\$2.76	
Medicaid Meals - DHS/SPD															(\$410)																		1,533	\$11,465	\$7.76	
LEAP Intakes															\$0																		140	\$0	\$25.00	
TOTALS															\$7,979	2834																			\$199,185	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$194,706

Federal Award Total: \$105,674

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	92	1 hour of service	65
Reassurance (OAA)	55	1 contact	40
Information and Assistance (OAA)	188	1 response to inquiry and follow up	60
Transportation (OAA)	1,311	1 one-way ride	100
Evidence-based Health & Wellness programming	57	1 class session	20
Caregiver Respite	175	1 hour of service	25
Transportation (Medicaid non-medical)	150	1 one-way ride	10
Transportation (Ride Connection)	2606	1 one-way ride	120
Transportation (STF & Boring)	1,916	1 one-way ride	40
Meal Site Management (OAA)	22,690	1 meal delivered/served	200
Food Service – Frozen Meals (OAA)	5,775	1 meal delivered/served	25
OAA HDM Assessment	70	1 Assessment completed	60
Medicaid Home Delivered Meals	1,533	1 meal delivered/served	15
LIHEAP Applications	140	1 Completed Application	140

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
 2. Conduct business in the best interest of volunteers and clients.
 3. Communicate any issues, concerns and problems to each other in a timely manner.
-
1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:
 - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
 - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
 - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
 - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
 - e. Develop publicity for the program.
 - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
 - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
 - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
 2. SUBRECIPIENT agrees to:
 - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
 - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
 - c. Provide for adequate safety of volunteers during assignments.
 - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
 - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT 8
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

SUBRECIPIENT, City of Sandy/Sandy Sr. & Comm. Ctr., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/3/21

Company Name: City of Sandy/ Sandy Sr. & Comm. Center

Signature: 

Name: Jordon Wheeler, City Manager
(printed)

Title: City Manager

EXHIBIT 9
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director, City Manager, and City Council, in that order. The City Council's decision is binding. All complaints relating to Aging and Disability Services contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

SANDY SENIOR CENTER
PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

INFORMAL PROCEDURE

When staff* or volunteers receive a complaint they should:

- a. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the Assistant to the City manager, the City Manager, or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Assistant to the City Manager, the City Manager, or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process. In addition to verbal and written complaints, the City offers an on-line complaint initiation process which is directly forwarded to the staff person who is responsible for resolution of the concern.

- b. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
 - treat the complaint seriously;
 - ask the complainants what action they expect to be taken;
 - involve complainants in the process of devising a solution, if feasible;
 - inform complainants of what action will be taken, or why no action is necessary.
- c. If complainants still are not satisfied, they should be referred to the Center Director. The Center Director should be advised of this referral. This will allow the Center Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Sandy Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.
- d. If complainants still are not satisfied, the Formal Procedure will be initiated.

FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Assistant to the City Manager. The Assistant to the City Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Assistant to the City Manager. The Assistant to the City Manager will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Assistant to the City Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Senior Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within ten (10) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

- 2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Traditionally, Sandy Senior Center clients have not been denied outreach, case monitoring, or information and assistance services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the social services program.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: From 8:30 a.m. To 5:00 p.m.

Total hours per day: 8.5 hrs

Total hours per week: 42.5 hrs

b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November & the following day

Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

The Sandy Senior Center provides services to seniors residing in the Oregon Trail School District, exclusive of the Hoodland area. The boundary between the Hoodland and Sandy districts is represented by Alder Creek. The Center informally extends certain services such as Meals-On-Wheels and medical transportation to currently unserved areas of Clackamas County

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Director (0.125 FTE)

Social Svcs Coordinator (1.0 FTE)	Clerical Assistant (.5 FTE)	Volunteer Assistants (1.0 FTE)	Senior Companions (.5 FTE)	Driver/ Custodian (.25 FTE)
--	--	---	---	--

6. Describe methods for providing information about services.

A variety of means are utilized to disseminate public information about service center staff and volunteers provide. Articles are published monthly in the Sandy Senior Scene highlighting center services, activities, and special programs. Other media opportunities include the weekly Sandy Post and monthly City water bill newsletter. Presentations concerning senior issues and center programs are also made before community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Sandy Senior Center Advisory Committee from churches and other organizations also represent an important source of community networking and information sharing. The City maintains a web site and cable television channel 7 which also advertise center information.

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

The Sandy Senior Center will provide Assessment, Case Monitoring, Transportation and Information and Assistance services under the terms of the contract. Staff involved in the delivery of services will include the Director (.125 FTE), social services coordinator (1.0 FTE), Clerical Assistant (.25 FTE), Driver/Custodian (.25 FTE), and a minimum of 10 volunteer assistants equaling one full-time position. All staff and volunteers shall participate in providing information and referral services. Only staff members will be involved in the I&A documentation and record keeping process. Clackamas County Community Action Agency I&A tallying forms will be utilized.

The Center's Social Services Coordinator will act as the primary coordinator of Assessment and Case Monitoring services. Efforts will be placed on identifying isolated and frail seniors as part of the initial outreach process. Each client shall receive an initial visit, if possible in the home, to assess needs and to develop a case plan. Implementation of the case plan may include any use of volunteers to provide such on-going services as medical and shopping escort, congregate or home delivered meals, friendly visiting, filing medical insurance claims, and other support services. During the intake procedure clients are informed of services available and the Center's confidentiality policy; and participate in the development of a goal-oriented case plan. Following the implementation of the case plan, the client is monitored by the senior companions and other trained center volunteers working closely with staff. All initial and follow-up contacts completed in person or by phone shall be documented as part of client records, and maintained in a locked file.

Center staff shall also network with community gatekeepers to insure the effectiveness of the Assessment and Case Monitoring programs.

8. Briefly, describe methods for providing legal services.

Three (3) volunteer attorneys participate in monthly law projects held at the Sandy Senior Center. Clients with legal concerns are screened in advance and referred to the program as appropriate. Low-income clients may be eligible for follow-up services on a pro bono basis after the initial 30 minute interview.

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #2 with
Immigration & Refugee Community Organizations (IRCO) to provide
Kindergarten Readiness Partnership & Innovation Summer Extension Services

Purpose/Outcome	IRCO will provide linguistically & culturally appropriate Summer Expansion programs to include Kindergarten-Ready community field trips and support in registering families and preparing their child for kindergarten entry. Kindergarten readiness and school partnerships will result in measurable increases for kindergarten children for immigrant and refugee families in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$12,527 for a maximum value of \$47,527 and extends the end date to September 30, 2021. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	This amendment is effective July 1, 2021 for services ending September 30, 2021.
Previous Board Action/Review	070920
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 06/08/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9478

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Amendment #2 with IRCO to facilitate a culturally responsive early learning environment where Parent-Child Interaction Groups, Parenting Groups and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success for pre-kindergarten children in Clackamas County.

This Local Subrecipient Grant Agreement Amend #2 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Bombardieri for Rodney A Cook

Rodney A. Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9478	Division: CFCC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Jessica Duke	<input type="checkbox"/> Revenue
	Program Contact: Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 2 \$ \$12,527
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Friday, July 22, 2021

CONTRACT WITH: Immigrant and Refugee Community Organization (IRCO)

CONTRACT AMOUNT: \$47,527

TYPE OF CONTRACT

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input checked="" type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature - 9/30/2021	<input checked="" type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
 f no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
 f no, explain why:

Professional Liability: Yes No, not applicable No, waived
 f no, explain why:

Approved by Risk Mgr _____
 Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Thursday, June 8, 2021
 OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
 Date: June 23, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Immigrant and Refugee Community Organization

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/22/2021

PURPOSE OF

CONTRACT/AGREEMENT: Immigrant and Refugee Community Organization (IRCO) will offer 1 five-session series of linguistically and culturally appropriate pre-Kindergarten Readiness classes for immigrant and refugee families in Clackamas County. IRCO will facilitate a culturally responsive early learning model that brings children and their caregivers together in a rich learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.

Amend 2 - IRCO will provide linguistically & culturally appropriate Summer Expansion programs to include Kindergarten-Ready community field trips and support registering families and preparing their child for kindergarten entry.

H3S CONTRACT NUMBER: 9478

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Recipient Agreement Number: 9478</u>	<u>Board Order Number: 070920</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 2</u>
<u>Local Recipient: IRCO</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work for Kindergarten Innovation and Partnership Summer Extension program services to include, Kindergarten Ready field trips and support to families in registering and preparing their child for kindergarten entry.

Maximum compensation is increased by \$12,527 for a revised maximum of \$47,527. It becomes effective July 1, 2021 and terminates September 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND Recital:

- SUBRECIPIENT will facilitate 1 five-session series of linguistically & culturally appropriate pre-kindergarten parent/child education classes, in Clackamas County, and conduct a home visit to each family registered for pre-kindergarten classes to help increase and assess positive caregiver interactions with pre/post assessment tools, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

TO READ:

- SUBRECIPIENT will facilitate linguistically & culturally appropriate community Kindergarten Ready field trips and provide individual support in registering and preparing children for kindergarten entry, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.***

AMEND:

- Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this **Amendment** may be used to reimburse **SUBRECIPIENT** for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021 and not later than September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

- Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is \$35,000.

IRCO- KPI
Local Subrecipient Grant Agreement – CFCC 9478 A-2
Page 2 of 8

TO READ:

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount COUNTY will pay is **\$47,527**.

REPLACE:

EXHIBIT A-1 SCOPE OF WORK

WITH:

**EXHIBIT A-1
SCOPE OF WORK**

PROGRAM GOALS

Kindergarten Readiness Partnership & Innovation Program is intended to:

- I. Promote community and school partnerships that improve children's readiness for kindergarten, in alignment with the goals, objectives, and strategies in *Raise Up Oregon* (<https://oregonearlylearning.com/raise-up-oregon>).
- II. Strengthen connections and collaboration between the early care and education sector and local kindergarten-grade 12 (k-12) systems and schools by investing in innovating and promising models for early learning/K-12 integration across the state that can be scaled and replicated.
- III. Build a body of evidence that Oregon can use to create stronger alignment between its early care and education and K-12 sectors.

PROGRAM ACTIVITIES

By September 30, 2021 Immigrant and Refugee Community Organization (IRCO) will offer 3, linguistically and culturally appropriate, Kindergarten Ready field trips to immigrant and refugee families in Clackamas County.

By September 30, 2021 IRCO will provide individual family support in registering and preparing their children for kindergarten entry by connecting local resources for kindergarten readiness, including, but not limited to their local elementary school.

REPLACE:

Exhibit A-2 Work Plan Quarterly Report



Clackamas County Children, Youth & Families Division
 Early Learning Hub of Clackamas County
 Work Plan and Quarterly Report

Provider: IRCO
 Activity: Kindergarten Partnership Innovation
 Service Region: North Clackamas County
 Focus Issue: Kindergarten Partnership Innovation (KPI)
 HLO: Kindergarten Readiness
 Healthy, Stable, Attached Families

Contract Period: July 1, 2021 through September 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	July 2021	August 2021	September 2021	TOTAL
Jump Start Programs					
By September 30, 2021, a minimum of 3 community Kindergarten Ready field trips will serve no less than 16 unduplicated children and their parents.	85% of children are connected to their local elementary school and registered for kindergarten.				
	75% of parents report feeling confident in their child's readiness to enter kindergarten this fall.				
	75% of children will show an increase in pro social behaviors and kindergarten readiness (based on teacher observation and parent feedback)				
	# of field trips offered				
	# of Unduplicated Children Attending				
	# of Unduplicated Parenting Attending				
	% of children connected to local school				
	% of parents reporting confidence in their child's readiness to enter kindergarten				
	% of children showing increase in school readiness				

Me & My Playgroups & Family Engagement Events					
By September 30, 2021 20 unduplicated families will receive individual support in registering and preparing their child for kindergarten entry.	85% of parents will be successfully connected to local resources for kindergarten readiness, including but not limited to their local elementary school.	# of parents served			
		# of individual meetings with parents			
		% of parents successfully connected to local resources			

Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton (chamilton@clackamas.us) and Stephanie Radford (sradford@clackamas.us)

Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- **July-September 2021 DUE October 15, 2021**

Testimonial or story

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by October 15, 2021 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

Immigrant and Refugee Community Organization
 Local Grant Agreement – CFCC 9478 A-1
 Page 6 of 8

REPLACE:

Exhibit B: IRCO Budget KPI

WITH:

Exhibit B: BUDGET (KPI Summer Extension Services)		
Contractor:	Immigrant and Refugee Community Organization	
Address:	10301 NE Glisan	
	Portland, OR 97220	Contract 9478 A2
Contact Person:	Danita Huynh	
Phone Number:	971-271-6500	
E-mail:	Danita Huynh	
Contract Term:	July 1, 2021-Sept 30, 2021	
Budget Category	Approved Budget (7/1/21-9/30/21)	Total
Personnel		
Project Coordinator	\$ 1,113.00	\$ 1,113.00
Parent Educator	\$ 2,227.00	\$ 2,227.00
Parent Educator Assistant	\$ 2,285.00	\$ 2,285.00
Total Personnel	\$ 5,625.00	\$ 5,625.00
Administration		
Administration 12%	\$ 1,329.00	\$ 1,329.00
Total Administration	\$ 1,329.00	\$ 1,329.00
Program		
Materials & Supplies	\$ 845.00	\$ 845.00
Maintenance/repair/network cost computers	\$ 150.00	\$ 150.00
Phone	\$ 60.00	\$ 60.00
Insurance	\$ 12.00	\$ 12.00
Conference/Training/Travel	\$ 121.00	\$ 121.00
Mileage	\$ 1,785.00	\$ 1,785.00
Food/Parent Incentives	\$ 2,600.00	\$ 2,600.00
Total Program	\$ 5,573.00	\$ 5,573.00
Total Budget	\$ 12,527.00	\$ 12,527.00

REPLACE:

Exhibit D-1: IRCO KPI Reimbursement Request
WITH:

Exhibit D-1: REIMBURSEMENT REQUEST - KPI Summer Extension				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .				
Contractor: Immigrant and Refugee Community Organization				
Address: 10301 NE Glisan St Portland, OR 97220		Report Period:		
Contact Person: Danita Huynh Phone Number: 971.271.6406 E-mail: danitah@irco.org		KPI Summer Extension Contract #9478 amend 2		
Contract Period: July 1, 2021-Sept 30, 2021				
Budget Category	Approved Budget (7/1/21-9/30/21)	Current Draw Request	Previously Requested	Balance
Personnel				
Project Coordinator	\$ 1,113.00	\$ -	\$ -	\$ 1,113.00
Parent Educator	\$ 2,227.00	\$ -	\$ -	\$ 2,227.00
Parent Educator Assistant	\$ 2,285.00	\$ -	\$ -	\$ 2,285.00
Total Personnel	\$ 5,625.00	\$ -	\$ -	\$ 5,625.00
Administration				
Admin costs (12%)	\$ 1,329.00	\$ -	\$ -	\$ 1,329.00
Total Administration	\$ 1,329.00	\$ -	\$ -	\$ 1,329.00
Program				
Materials & Supplies	\$ 845.00	\$ -	\$ -	\$ 845.00
Maintenance/repair/network cost computers	\$ 150.00	\$ -	\$ -	\$ 150.00
Phone	\$ 60.00	\$ -	\$ -	\$ 60.00
Insurance	\$ 12.00	\$ -	\$ -	\$ 12.00
Conference/Training	\$ 121.00	\$ -	\$ -	\$ 121.00
Mileage	\$ 1,785.00	\$ -	\$ -	\$ 1,785.00
Food/Parent Incentives	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00
Total Program	\$ 5,573.00	\$ -	\$ -	\$ 5,573.00
Total Grant Funds Requested	\$ 12,527.00	\$ -	\$ -	\$ 12,527.00
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				

Immigrant and Refugee Community Organization
Local Grant Agreement – CFCC 9478 A-1
Page 8 of 8

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY

IRCO
10301 NE Glisan St
Portland, OR 97220

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

DocuSigned by:
By: Jeff MacDonald
Dr. Jeff MacDonald, Acting Executive Director

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: 6/19/2021

Date: _____

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Alpha Energy Savers, Inc. for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Saves, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Alpha Energy Saves, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4230**

This Weatherization Services Contract (this "Contract") is entered into between **Alpha Energy Savers Inc.** ("Contractor") and Clackamas County ("County") to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders ("Work Orders") that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures ("Work") to be provided by the Contractor ("Project").

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

"Substantial Completion" means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. "Final Completion" means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors ("RFP") and any attachments and addenda thereto;
- D. Contractor's Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

c.

Alpha Energy Savers Inc.

Clackamas County

Linette Schroeder 6/14/2021

Authorized Signature

Date

Chair

Linette Schroeder - Office Manager

Name / Title Printed

Recording Secretary

34972

CCB License Number

135423-11

Oregon Business Registry Number

Approved as to from.

DBC/Oregon

Entity Type / State of Formation

[Signature]
County Counsel

06/29/2021



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Alpha Energy Savers Lnc

Representative Name and Title:
Linette Schröder Office Manager

Signature:

Date:

Linette Schröder

6/14/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work.....	6
Section 4 – Evaluation and Selection Criteria.....	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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 (42 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Clackamas County Weatherization

Major Measure and Specialty Contractors

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 **EVALUATION CRITERIA**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 **SELECTION AND AWARD**

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Alpha Energy Savers Inc has been in the residential weatherization business since 1979. Our goal is to make sure that all the weatherization measures are installed properly and to the weatherization organizations standards and requirements. Our team members are experienced at evaluating homes. If any problems are found our project supervisor, Salvador Santos, will communicate with the appropriate inspectors and the homeowner.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

We are primarily owned by a female; we have multiple lead positions held by both males and females in different capacities. Over 50% of our employees are bilingual and have diverse backgrounds. We do not require previous extensive experience when we hire new team members because we offer on the job training and competitive starting wages. We also offer health benefits, vision, dental, and life insurance.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Alpha Energy Saver's area of expertise include the following:

- Insulation (Wall, Floor and Attic)
- Air & Duct System Testing
- Duct Sealing-Air Sealing
- EPDM Roofing
- Bath & Kitchen Fans
- Dryer Venting
- Lead Safe Practices (Please see additional page for experience/expertise)
- Window & Door Replacement/Repair

4. List any applicable certifications and/or trainings.

Salvador Santos:

OSHA 30 hours; Lead Safe Renovator; Performance Tested Comfort Systems Tech #3101; Building Analysis professional.

Jesus Lopez:

Oregon Premium-Efficiency Duct System; OSHA 30 hours; Lead Safe Renovator

Suong Ngo:

Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hours; Lead Safe Renovator

(Please see additional page for more certifications)

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

a) Salvador Santos – Operations Manager 20 years

- Bilingual English/Spanish
- Introductory Auditor Training Certificate
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety Included)
- Building Performance Institute Certification for Building Analyst Professional and Envelope Professional
- Lead Safe Certified
- OSHA 30
- Expert with Blower Door Duct Blaster Technology (please see additional page for key individuals)

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Our current programs include Multnomah County 's Weatherization for low-income families, Washington County 's Community Action Weatherization Program and Energy Trust of Oregon 's Home Performance program. Under these contracts/programs, we complete energy efficiency work on existing homes, both stick built and mobile homes, utilizing the Weatherization Assistance Program Field Guide and Standards.

For the Multnomah County Weatherization program, we have completed approximately 332 jobs in the past 5 years. For the Washington County Weatherization program, we have completed approximately 190 jobs in the past 5 years. For the Clackamas County Weatherization program, we have completed approximately 46 jobs in the past 5 years.

3. Describe diversity of your business's experience and expertise installing weatherization measures and/or relate specialty contractor services (electrical, plumbing, HVAC, roofing,etc) (continued....)

We were one of the first companies in Oregon to have Building Performance Institute (BPI) trained technicians and continue to keep BPI trained technicians staffed. Alpha Energy Savers, Inc has been performing energy efficiency work on mobile homes since 1979. In 1979 we began working with Portland General Electric's weatherization program which then became Energy Trust of Oregon. Our work in the low-income weatherization programs began soon after we started the company. We have stayed in constant collaboration throughout the years. We take great pride in having longstanding qualified staff and an exceptionally low turnover rate. Our CCB License has always been in good standing and we maintain continuing education credits each year. We have a 5-star rating with Energy Trust of Oregon. Since the beginning of Alpha Energy Savers, Inc the goal has always been to make people's homes more comfortable year-round and their utility bills affordable.

4. List any applicable certifications and/or trainings. (Continued)

Jose Luis Guido Rosales:

Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hour; Lead Safe Renovator

Linette Schroeder:

OSHA 10 hour

Albert Obrist:

Journeyman HVAC Technician

LE-B Electrical License

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

a) Jesus Lopez – Crew Lead and Installer 18 Years

- Bilingual English/Spanish
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety included)
- Lead Safe Certified
- Expert with Blower Door Duct Blaster Technology
- OSHA 30

b) Jose Luis Guido Rosales – Installer 5 years

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician

- OSHA 10

c) Suong Ngo – Installer 5 years

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician
- OSHA 10
- Bilingual Spanish/Filipino

Oregon CCB Number	34972
SAM.GOV Registration/DUNS Number	09-830-1476
CCB Lead-Based Paint Renovation Contractors License Number	LBPR34972
Lead Renovation Repair and Painting Program Employee Certifications	R-R-41R028-16-00004
Employer Identification Number	93-0739865
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Bob Rubitschun Address: 14512 S. Kelmsley Dr., Oregon City OR 97045 Email: Brubitschun@gmail.com Telephone: 503-557-0778
	One long-term client: Name: Carl Vanderzanden Address: 3026 SE Salmon St. Portland OR 97214 Email: vza@mac.com Telephone: 503-987-0855
	One other client: Name: Donald Shaw - Energy Trust of Oregon Address: 421 SW Oak St. Portland, OR 97204 Email: 503-270-1415 Telephone:

Provide other relevant information, if any.

Lead Renovators Certifications:

Jesus Lopez: R-I-128533-16-02323

Jose Luis Guido Rosales: R-I-41R028-16-00047

Suong Ngo: R-I-128533-16-02092

Amended 6/23/2021

Kandi M. Olt

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	382.00	500.19	882.19
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	570.00	458.85	1028.85
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	382.00	459.98	841.98
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	570.00	461.07	1031.07
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	275.00	381.50	656.50
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	382.00	436.00	818.00
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	275.00	381.50	656.50
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	47.00 15.67	76.30 25.50	123.30 41.17
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	47.00 15.67	76.30 25.50	123.30 41.17
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	80.00 20.00	130.80 32.70	210.80 52.70
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	80.00 20.00	130.80 32.70	210.80 52.70
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	120.00 10.00	174.40 5.00	294.40 15.00
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	35.00	54.50	89.50
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	35.00	54.50	89.50
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	450.00	654.00	1104.00
16	Ea.	Install Humidistat timer switch with multi humidity settings	250.00	185.30	435.30
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	125.00	250.00	375.00
18	Ea.	Install pig tail for kitchen range hood	75.00	150.00	225.00

19	Ea.	Install New plg-tail with j-box to kitchen range hood	150.00	300.00	450.00
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	109.00		109.00
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	76.65 12.77	85.02 12.14	24.91 161.67
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	76.65	85.02	161.67
23	Ea.	Install new metal R-49 roof vent	30.00	32.70	62.70
24	Ea.	Remove and replace existing roof vent with new metal R-49	20.00	32.70	62.70
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	81.75		81.75
26	Ea.	Undercut door (up to 2")	59.95		59.95
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	48.00	78.48	126.48
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	48.00	78.48	126.48
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	126.40	206.66	333.06
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	22.68	40.53	63.21
31	Ea.	Install inline damper to kitchen fan or range hood.	32.77	57.80	90.57
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	101.37		101.37
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	327.00		327.00
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands			
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	75.00	136.25	211.25
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	97.00	156.96	253.96
37	Ea.	Install fresh air 80 or 100	97.00	156.96	253.96
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	0.20	0.35	0.55
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	70.00	32.70	102.70
40	Sq.Ft.	Air sealing with 2 part foam system	2.50	4.91	7.41
41	Sq.Ft.	Sheetrock patching	5.92	9.68	15.60
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	31.00	50.14	81.14
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	10.00	16.35	26.35
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	10.00	16.35	26.35
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	11.60	18.97	30.57
46	Sq.Ft.	Remove and replace existing broken IGU	18.00	25.07	43.07
47	LF	Remove and replace glazing compound			
48	Ea.	Install door weatherstrip kit	40.00	40.33	80.33
49	Ea.	Install new snap bead vinyl weatherstrip	47.00	14.17	61.17
50	Ea.	Install new door threshold up to 48"	46.00	76.30	122.30
51	Ea.	Install new door shoe up to 48"	46.00	76.30	122.30
52	Ea.	Install new door sweep up to 48"	32.00	51.23	83.23
53	Ea.	Adjust existing door	75.00	32.70	107.70
54	LF.	Block and seal knee-wall rakes	2.50	4.91	7.41
55	LF.	Block and seal basement Rim joists	3.50	6.00	9.50
56	LF.	Block and seal tops and bottoms of balloon framed walls	2.50	4.91	7.41
57	Ea.	All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box	16.00	31.61	47.61
58	Ea.	Heat producing fixtures (when not insulating attic)	16.00	31.61	47.61
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	90.00	150.00	240.00
60	Sq.Ft.	Floor patch repair and seal	4.32	8.18	12.50
61	Ea.	Replace attic access (when not insulating)	62.80	102.68	165.48
62	Ea.	Weatherstrip interior attic access (when not insulating)	40.00	63.22	103.22

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	62.80	102.68	165.48
64	Ea.	Install thermal, air tight attic pull down enclosure	110.00	185.30	295.30
65	Ea.	Replace existing crawlspace access (when not insulating)	62.80	104.64	167.44
66	Ea.	Weatherstrip interior floor access (when not insulating)	8.00	15.26	23.26
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	8.00	21.80	29.80
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	40.00	63.22	103.22
69	Ea.	Build knee-wall access door and weatherstrip	62.00	101.37	163.37
70	Ea.	Cut in temporary access and seal upon completion	62.80	87.20	150.00
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	0.78	1.28	2.06
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	0.80	1.31	2.11
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	0.82	1.34	2.16
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	0.86	1.41	2.27
75	Sq.Ft.	Low clearance attic space. Labor only	0.76		0.76
76	Sq.Ft.	Floored attic areas – Labor only	1.19		1.19
77	Ea.	Cut in and install new attic access approx. 20"x30"	48.00	82.84	130.84
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	55.00	93.74	148.74
79	LF	Install 1/2" minimum plywood damming	6.00	8.72	14.72
80	LF	Install fiberglass damming	3.00	6.54	9.54
81	Ea.	Install Electrical Junction boxes to enclose flying splices	70.00	100.00	170.00
82	Sq.Ft.	Dam knob and tube wiring			
83	Ea.	Install baffle to low venting	0.50	1.09	1.59
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	16.00	26.16	42.16
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	16.00	26.16	42.16

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	32.00	52.32	84.32
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	50.00	65.40	115.40
88	Ea.	Install extra-large gable vent 24"x30"	50.00	127.53	177.53
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	28.00	32.70	60.70
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	28.00	32.70	60.70
91	Ea.	Install roof vent R-92	21.00	34.88	55.88
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	^{0.65} 60.00	^{0.95} 98.10	^{1.60} 158.10
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	0.19	0.33	0.52
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	10.00	25.00	35.00
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	21.00	27.25	48.25
96	Ea.	Rescreen existing damaged foundation vents	4.00	10.90	14.90
97	Sq.Ft.	Removal and proper disposal of existing insulation	0.70	0.55	1.25
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	0.55		0.55
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	0.55		0.55
100	Sq.Ft.	Install permeable air barrier	0.20	0.35	0.55
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"			
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	75.00	103.55	178.55
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	90.00	124.26	214.26
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"			
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	0.82	1.24	2.06
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	0.85	1.36	2.21
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	0.86	1.40	2.26
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	0.90	1.47	2.37

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	1.52	2.49	4.01
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	1.60	2.62	4.22
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	0.90	1.53	2.43
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	0.90	1.85	2.75
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	2.20	3.60	5.80
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	2.20	3.60	5.80
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	2.50	4.91	7.41
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	0.76	1.26	2.02
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	0.76	1.40	2.16
118	Sq.Ft.	Install Tyvek/FSK or equivalent	0.36	0.59	0.95
119	Sq.Ft.	Twine only (when not insulating)	0.36	0.59	0.95
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	0.96	1.57	2.53
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	0.96	1.57	2.53
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	0.80	1.74	2.54
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	0.80	1.31	2.11
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	0.80	1.47	2.27
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	0.80	1.20	2.00
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	0.80	1.31	2.11
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	0.80	1.28	2.08
128	LF.	Labor only - Remove and replace shake siding	0.55		0.55
129	LF.	Labor only - Remove and replace wood siding	0.55		0.55
130	LF.	Labor only - Remove and replace vinyl siding	0.55		0.55
131	LF.	Labor only - Remove and replace aluminum/metal siding	0.76		0.76
132	LF.	Labor only - Remove and replace asphalt siding	0.76		0.76

133	LF.	Labor only - Drill wood siding that cannot be removed	0.98		0.98
134	LF.	Labor only - Drill stucco siding			
135	LF.	Labor only - Drill interior walls	0.76		0.76
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	319.00	522.11	841.11
137	Ea.	Install new keyed alike lockset and dead bolt	34.00	55.59	89.59
138	Ea.	Install peephole	16.00	32.70	48.70
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	221.00	361.88	582.88
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	221.00	361.88	582.88
141	Both	Seal supply and return plenum in garage - when not sealing entire system	85.00	38.15	123.15
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	120.00	38.15	158.15
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	120.00	38.15	158.15
144	Ea.	Seal bare metal/connections on flex duct	25.00	5.45	30.45
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	0.92	1.50	2.42
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	1.08	1.79	2.87
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	0.92	1.61	2.53
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	1.10	1.61	2.71
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	37.50	1.61	39.11
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	37.50	1.85	39.35
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	1.65	1.61	3.26
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	1.65	1.79	3.44
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	23.93	65.00	88.93
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	23.99	122.97	146.96
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	16.00	23.98	39.98

156	Lf.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	22.00	35.97	57.97
157	Ea.	Shorten existing flex duct run	16.00	23.98	39.98
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	66.00	132.98	198.98
159	Ea.	Expose floored over register boots and install new floor register	37.50	21.80	59.30
160	Ea.	Install metal supply register	10.00	21.80	31.80

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	70.00	36.30	106.30
162	Sq.Ft.	Air sealing with 2 part foam system	2.50	4.91	7.41
163	Sq.Ft.	Sheetrock patching	5.92	9.68	15.60
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	3.00	5.45	8.45
165	Sq.Ft.	Replace broken single pane glass			
166	Sq.Ft.	Replace broken IGU	18.00	25.07	43.07
167	Ea.	Install door weatherstrip kit	40.00	40.33	80.33
168	Ea.	Install new snap bead vinyl weatherstrip	47.00	14.17	61.17
169	Ea.	Install foam weatherstrip tape	8.00	14.17	22.17
170	Ea.	Install new door threshold and door shoe	46.00	76.30	122.30
171	Ea.	Install new door sweep	46.00	76.30	122.30
172	Ea.	Adjust existing door	75.00	32.70	107.70
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	90.00	150.00	240.00
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	4.32	8.18	12.50
175	Ea.	Eliminate blend air duct from furnace	25.00	10.90	35.90
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.10	1.64	2.74
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.10	1.85	2.95

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	2.46	3.73	6.19
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	2.46	4.05	6.51
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	2.46	4.27	6.73
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	2.20	3.60	5.80
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	2.20	4.36	6.56
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	0.78	1.28	2.06
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	0.80	1.31	2.11
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	0.82	1.34	2.16
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	20.00 0.86	32.70 +4	52.70 2.27
187	Ea.	Install new R-49 to R-92 roof vent	20.00	32.70	52.70
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	1.11	1.80	2.91
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	1.11	1.86	2.97
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.10	1.80	2.90
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.11	1.86	2.97
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.56	2.55	4.11
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	0.86	1.40	2.26
194	Sq.Ft.	Install new permeable air barrier	0.25 0.21	1.30 0.34	1.55 0.55
195	Sq.Ft.	Twine to support 10" or more soft drop belly	0.19	0.33	0.52
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	0.56	0.99	1.55
197	LF.	Replace metal skirting	19.50	6.54	26.04
198	LF.	Replace wood skirting	19.50	6.54	26.04
199	Ea.	Remove existing and install new 6"x16" skirting vents	5.00	10.90	15.90
200	Ea.	Cut in and install new metal 6"x16" skirting vents	6.00	10.90	16.90
201	LF.	Extend condensate line to the outside	10.00 4.00	27.25 2.00	37.25 6.00

202	Ea.	Add new access to skirting	30.00	70.85	100.85
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	172.80	282.53	455.33
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	242.00	404.17	651.17
205	Ea.	Cut in and seal plenum only	22.24	38.15	60.39
206	LF.	Duct sealing/repair branch ducts	22.24	36.38	58.62
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	3.27	6.54	9.81
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	25.00	40.88	65.88
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	22.24	36.38	58.62
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	66.00	133.20	199.20
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	0.98	1.44	2.42
212	LF.	Install rigid foam board for support	1.12	3.60	4.72
213	Ea.	Support HVAC ducts – when no duct work called for	12.50	3.27	15.77
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	19.20	31.39	50.59
215	Sq.Ft.	Add safety glass to a replacement window		14.61	14.61
216	LF.	Install metal drip edge	6.00	0.98	6.98
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	319.00	522.11	841.11
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	319.00	522.11	841.11
219	Ea.	Install new keyed alike lockset and deadbolt	34.00	55.59	89.59
220	Ea.	Install peephole	17.00	32.70	49.70
221	Ea.	Install single lockset	17.00	32.70	49.70

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	37.50	44.69	82.19
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	66.96	100.28	167.24
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	42.00	70.85	112.85
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	1.15 20.00	1.35 32.70	2.50 52.70
226	Ea.	Repair water heater cavity door	50.00 20.00	95.00 43.60	145.00 63.60
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	167.00	437.09	604.09
228	Ea.	Install pressure relief tube and extend to crawlspace			
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan			
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan			
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	20.00	59.95	79.95
232	Ea.	Install combustion air vent to water heater cavity floor	20.00	32.70	52.70

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Alpha Energy Savors Inc, Oregon
(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 extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Kandi Obrist Date: 05/20/2021
 Signature: Kandi Obrist Title: President/owner
 Email: office.alphaenergysavors@gmail.com Telephone: 503-239-6520
 Oregon Business Registry Number: _____ OR CCB # (if applicable): 34972

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: _____

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Electech Lighting and Electric for the
Weatherization Specialty Contractors**

Purpose/ Outcomes	To install electrical specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$900,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Electech Lighting and Electric for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #423**

This Weatherization Services Contract (this “Contract”) is entered into between **Electech Lighting and Electric Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **Nine Hundred Thousand Dollars (\$900,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

c.

Electech Lighting & Electric, Inc.

Clackamas County

James Johnson 6/15/2021
Authorized Signature Date

Chair

JAMES JOHNSON PRESIDENT
Name / Title Printed

Recording Secretary

168260

CCB License Number

Approved as to form.

335287-95

Oregon Business Registry Number

[Signature]
County Counsel

06/29/2021

DBC/Oregon

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: ELECTECH LIGHTING AND ELECTRIC INC.

Representative Name and Title:
JAMES JOHNSON PRESIDENT

Signature:

Date:

James Johnson

6/15/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair

SONYA FISCHER, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

MARK SHULL, Commissioner

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 EVALUATION CRITERIA

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal



Specialty Lighting * Commercial * Residential Remodel

May 20, 2021

Clackamas County

Procurement Department

Oregon City, OR 97045

Re: Proposals #2021-36 for Weatherization Major Measure and Specialty Contractors

To whom it may concern:

Electech Lighting & Electric, Inc. is providing a bid for Proposals #2021-36 for Clackamas County Weatherization Major Measure and Specialty Contractors.

Proposal Closing date, time and location:

Date: May 20, 2021

Time: 2:00PM, Pacific Time

Place: Procurement@clackamas.us

Respectfully,

James Johnson, President

Electech Lighting & Electric, Inc.

James.electech@hotmail.com

465 NE 181st #189 Portland, OR 97230
Ph: (503)970-4072 Fax: (503)254-6643
CCB#168260

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Electech Lighting and Electric Inc. is a full service electrical contractor, specializing in home repairs, remodeling and specialty lighting work for both commercial and residential customers.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

Electech does not discriminate anyone, when it comes to hiring or working conditions. Everyone is treated equal and the employees are like an extension of our family. We currently have Guatemalan ancestry, African American, and Native American employees working at Electech. Electech offers paid time off, flexible schedules, and medical insurance to our employees.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Electech has been a weatherization contractor with Multnomah County, since 2018. We have plenty of experience with the repair work, bidding, billing, and payroll. We have the needed manpower, tools and equipment needed to take care of many of the electrical repairs requested, including new service panels, wiring, outlet and lighting installations. We also have great relationships with both of the power utility companies, as well as the many electrical inspectors, that we work with for our projects.

4. List any applicable certifications and/or trainings.

Registered Jatc Training Agent
Member of IEC Oregon
Certified Lead Base Paint Renovator

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

James Johnson- Supervising electrician- Owner of Electech

Juston Santae- Journeyman electrician- 10 years with Electech

Roque Tasej-Lopez- Journeyman electrician- 6 years with Electech

*All of the people noted have the experience and have done and taken care of the various needed projects as per the bid request

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Multnomah County- Weatherization contractor

City of Portland- Maint. contractor

Metro Oregon- Maint. contractor

Reach CDC- Housing repair work

Portland Housing Bureau- Housing repair work

Naya Family Services- Housing repair work

*All of the above entities have current contracts with Electech to help with their repair and maintenance projects.

Oregon CCB Number	168260
SAM.GOV Registration/DUNS Number	173545851
CCB Lead-Based Paint Renovation Contractors License Number	lbpr168260
Lead Renovation Repair and Painting Program Employee Certifications	Juston Santee
Employer Identification Number	01-0854780
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Please see below: Name: Address: Email: Telephone:
	One long-term client: Please see below: Name: Address: Email: Telephone:
	One other client: Name: Address: Email: Telephone:

Provide other relevant information, if any.

1) Jose' Flores-Lead weatherization Inspector
 209 SW 4th Ave. Ste. 200 Pdx. 97204
 jose.flores@multco.us
 503-957-7370

2) Ashley Wills-Ehlers-Housing project lead supervisor
 4150 S Moody Ave. Pdx. 97239
 AEhlers@reachcdc.org
 503-957-7370

3) Brent Lee-Home repair program coordinator
 5135 NE Columbia Blvd. Pdx. 97218
 brentl@nayapdx.org
 971-803-0027

Electech Lighting and Electric Inc. has all of the needed contracting experience to become an important part of Clackamas County's Weatherization Program, and we look forward to the opportunity of being able to work with you and help out your home owners. Thank you!

ATTACHMENT E - SINGLE FAMILY ELECTRICAL Bidder Name: **ELECTECH LIGHTING AND ELECTRIC INC.**

Bid Response Instructions:
 1. Enter your Bidder Name
 2. Enter your bid pricing in the green Bid Price cells - Labor and Material *ONLY*. The bid prices will automatically multiplied by the Bid Units to calculate the total bid price for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item Bid Prices submitted in the calculation of work orders.

NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing. Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.

YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE

Item	Description	Bid Price		Bid Units	Line Item Bid Total
		Labor	Material		
1	Truck Charge One truck charge per project	120	75	1	\$ 195.00

Items 2-5: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes
Must include the following:

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent.

***NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice.

2	New Bath Fan Light Combo In Site Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
---	---	-----	-----	---	-----------

3	New Bath Fan Light Combo In Mobile Home: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
---	---	-----	-----	---	-----------

Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes
Must include the following:

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent.

***NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice.

4	New Bath Fan In Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
---	---	-----	-----	---	-----------

5	New Bath Fan In Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
---	--	-----	-----	---	-----------

Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes.
Must include the following:

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent.

***NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice

6	Remove and Replace Existing Bath Fan Light Combo In Stick Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
---	--	-----	-----	---	-----------

7	Remove and Replace Existing Bath fan light combo in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
---	---	-----	-----	---	-----------

Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.					
8. Fan manufacturer, name and model number must be included with the invoice.					
8	Remove and Replace Existing Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
9	Remove and Replace Existing Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement					
8. Fan manufacturer, name and model number must be included with the invoice.					
10	Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home : Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	450	450	1	\$ 900.00
Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.					
8. Fan manufacturer, name and model number must be included with the invoice.					
11	Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home: Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	450	450	1	\$ 900.00
Miscellaneous					
12	Install a new Smart Exhaust bath fan/delay timer/ventilation controller. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	150	150	1	\$ 300.00
13	Install a Mechanical Timer Switch Separate from the Light: 1. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. 2. All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement. 3. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	150	150	1	\$ 300.00
Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the and vent fan through wall or ceiling.					
3. Installing a new separate electrical circuit if needed.					
4. Fishing the wire from an approved electrical source.					
5. Installation must be a finished product and paint ready.					
6. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice.					
7. Fan manufacturer name, and model number must be included with the invoice.					
14	Install New Kitchen Ceiling Fan in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one)	600	600	1	\$ 1,200.00
15	Install New Kitchen Ceiling Fan in Mobile Home: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one).	600	600	1	\$ 1,200.00

16	Install New Kitchen Wall Fan in Stick Built Dwelling: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	600	550	1	\$ 1,150.00
17	Install New Kitchen Wall Fan in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	600	550	1	\$ 1,150.00
18	Install New Kitchen Range Hood in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	500	400	1	\$ 900.00
19	Install New Kitchen Range Hood in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	500	400	1	\$ 900.00
Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes. Includes the following: 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. 2. All materials and labor to install and vent the fan through wall or ceiling. 3. Installing a new separate electrical circuit if needed. 4. Fishing the wire from an approved electrical source. 5. Installation must be a finished product and paint ready. 6. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 7. Fan manufacturer, name and model number must be included with the invoice.					
20	Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	500	450	1	\$ 950.00
21	Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	500	450	1	\$ 950.00
22	Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	500	450	1	\$ 950.00
23	Remove and Replace Kitchen Wall Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	500	450	1	\$ 950.00
24	Remove and Replace Kitchen Range Hood with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	500	450	1	\$ 950.00
25	Remove and Replace Kitchen Range Hood with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	500	450	1	\$ 950.00
Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include: 1. A ground rod and ground wire as needed to meet electrical code. 2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Price shall include: *All materials and labor to install the electric panel. *Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.					
26	200 AMP panel in Stick Built Dwelling: (Bid per one)	2000	2000	1	\$ 4,000.00
27	200 AMP panel in Mobile Home: (Bid per one)	2000	2000	1	\$ 4,000.00
28	125 AMP panel in Stick Built Dwelling: (Bid per one)	2000	1500	1	\$ 3,500.00
29	125 AMP panel in Mobile Home: (Bid per one)	2000	1500	1	\$ 3,500.00
30	100 AMP panel in Stick Built Dwelling: (Bid per one)	2000	1200	1	\$ 3,200.00
31	100 AMP panel in Mobile Home: (Bid per one)	2000	1200	1	\$ 3,200.00
32	Remove Existing Service Entrance and Install New Service Entrance to Code. Must include: 1. Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code. 2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 3. The price shall include all materials and labor to install the service entrance. (Bid per one)	2300	2200	1	\$ 4,500.00

33	<p>Install a Dedicated Separate Circuit In an Existing Electric Panel.</p> <ol style="list-style-type: none"> 1. Circuit must be 15 amp or 20 amp and be 110 volts 2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required 3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 4. Installation must also include: Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	300	350	1	\$ 650.00
34	<p>Install a Dedicated Separate Circuit In an Existing Electric Panel.</p> <ol style="list-style-type: none"> 1. Circuit must be 30 amp 240 volts 2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required. 3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 4. Installation must also : Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	300	450	1	\$ 750.00
35	<p>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</p> <p>(Bid per one)</p>	120	75	1	\$ 195.00
36	<p>Install a Junction Box Cover on a Junction Box Where None Exists.</p> <p>(Bid per one)</p>	120	25	1	\$ 145.00
37	<p>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</p> <ol style="list-style-type: none"> 1. Submit a report on agency supplied electrical inspection and repair service form. 2. Identify repairs needed to insulate around the knob and tube wiring. 3. Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code. 4. Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> - If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection. - If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order. <p>(Bid Per One)</p>	650	450	1	\$ 1,100.00
38	<p>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</p> <p>Must Include:</p> <ol style="list-style-type: none"> 1. All materials to install this item must be included in this bid price. 2. The outlet cannot be installed on the same circuit as the furnace. 3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. 4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 5. All work must be performed to meet local codes. <p>(Bid per one).</p>	175	200	1	\$ 375.00
39	<p>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</p> <ol style="list-style-type: none"> 1. All materials to install this item must be included in this bid price. 2. The outlet cannot be installed on the same circuit as the furnace. 3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. 4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 5. All work must be performed to meet local codes. <p>(Bid per one).</p>	195	200	1	\$ 395.00
40	<p>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p>(Bid per One, the truck charge in Bid Item 1 does not apply)</p>	350	300	1	\$ 650.00
Overall Bid Total					\$ 51,355.00
41	<p>Miscellaneous Materials</p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>	20%		1	\$ 20.00
42	<p>Hourly Rate</p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p>(Bid per hour)</p>	120		1	\$ 120.00

PLEASE NOTE: You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: ELECTECH LIGHTING AND ELECTRIC INC.
(Must be entity's full legal name, and State of Formation) OREGON

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.

Name: JAMES JOHNSON Date: 5/19/2021
 Signature: James Johnson Title: PRESIDENT
 Email: James.electech@hotmail.com Telephone: 503-970-4072
 Oregon Business Registry Number: 01-0854780 OR CCB # (if applicable): 168260

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hanson Insurance Group 350 NW Elks Dr Corvallis OR 97330	CONTACT NAME: Deanna Cambern PHONE (A/C, No, Ext): 541-207-1370 E-MAIL ADDRESS: deanna@hansoninsurancegroup.com FAX (A/C, No): 541-758-2718
	INSURER(S) AFFORDING COVERAGE
INSURED Electech Lighting & Electric Inc 465 NE 181st #189 Portland OR 97230	INSURER A: American Hallmark Ins Co of TX INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1229923418

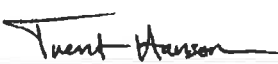
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		44CL467525	12/22/2020	12/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clackamas County is an additional insured per form MP9767 attached

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County 2051 Kaen Road Oregon City OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm  Trevor McBride 5920 NE Ray Circle Suite 100 Hillsboro, OR 97124	CONTACT NAME: Bella Vose-Rossi PHONE (A/C, No, Ext): 503-844-6000 E-MAIL ADDRESS: bella@myhillsboroagent.com	FAX (A/C, No): 503-648-5800	
	INSURER(S) AFFORDING COVERAGE		
INSURED ELECTECH LIGHTING & ELECTRIC INC 465 NE 181ST AVE STE 189 PORTLAND,OR 97230-6660	INSURER A: State Farm Mutual Automobile Insurance Company		NAIC # 25178
	INSURER B: State Farm Fire and Casualty Company		25143
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			373 8435-F07-37 373 8436-F07-37 373 8437-F07-37	06/07/2021 06/07/2021 06/07/2021	12/07/2021 12/07/2021 12/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			97-CE-A310-2	06/07/2021	06/07/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road Oregon City, Or 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
--	--

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Energy Comfort & Construction for the
Weatherization Major Measure and Specialty Contractors

Purpose/ Outcomes	To install weatherization major measures and related electrical, HVAC, plumbing specialty services to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,950,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	July 6, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Energy Comfort & Construction, LLC for the Weatherization Major Measure and Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4232**

This Weatherization Services Contract (this “Contract”) is entered into between **Energy Comfort & Construction, LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The amount of consideration that may be paid by County under this Contract shall not exceed \$1,050,000.00 for Weatherization Major Measure Installation and \$900,000.00 for Weatherization Specialty Services with a maximum contract total not to exceed **one million nine hundred fifty thousand dollars (\$1,950,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. Automobile Liability: The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and

property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
- a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.
 - b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to

produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor,

and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass

to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use

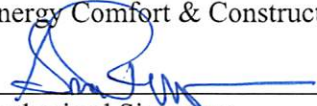
federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

Energy Comfort & Construction, LLC

Authorized Signature
6/28/21
Date

Graciela Pepelaskov, Owner
Name / Title Printed

160327
CCB License Number

218081-91
Oregon Business Registry Number


DLLC/Oregon
Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.


County Counsel
06/30/2021



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Energy Comfort & Construction LLC

Representative Name and Title:
Graciela Repelaskov, Owner

Signature:
[Handwritten Signature]

Date:
6/28/21

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued..... April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time..... May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 EVALUATION CRITERIA

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

****Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

Energy Comfort & Construction, LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
503-657-3434
info@ecc-llc.com

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Energy Comfort & Construction, LLC (“EC&C”) is offering weatherization, HVAC, plumbing and electrical services to Clackamas County. EC&C has been successfully in business since June, 2004. We have over 17+ years of experience doing full-service weatherization work, primarily working with County and CAP agencies. We are a full-service weatherization company providing services such as insulation, EPDM roofs, replacement of windows/doors, ducts and air sealing, bath fan and kitchen fan replacements, as well as other services to make homes more energy efficient. For over 17+ years, EC&C also has been performing plumbing, HVAC and electrical services, such as replacing water heaters, fixing water leaks, replacing toilets and installing furnaces, heat pumps and ductless mini splits and replacement for various county and CAP agencies. For several years, EC&C has also worked with Energy Trust of Oregon performing duct and air sealing services to manufactured homes in the Portland Metro area.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

As a woman owned and veteran owned company, we understand the importance of diversity and inclusion practices. EC&C follows all Federal and State laws regarding not discriminating against applicants, employees and/or subcontractors on the basis of race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin or any other protected class. EC&C offers its employees 100% employer paid health insurance with a low deductible, two weeks paid time off (more depending on longevity with the company), all major holidays paid, and 401k with a 4% employer match (100% employee vested immediately). EC&C has several multilingual employees who speak Spanish, Russian and/or Ukrainian. EC&C holds employee meetings regularly and encourages all of its employees to voice their concerns, opinion and/or suggestions, and what improvements/changes can be made. EC&C has an in-house “convenience store” wherein employees can purchase snacks and lunches at cost (with no added markup) so that they can have quick access to food should they need it. EC&C’s goal is to make sure everyone feels they are a valuable part of the team.

3. Provide a description of your business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

EC&C is a full-service weatherization company that has over 17+ years of experience performing all aspects of weatherization measures (including EPDM roofing and

windows/doors), plumbing, HVAC and electrical services. Since 2004, we have been working primarily with various county and CAP agencies throughout Oregon and Southwest Washington performing full weatherization measures work, including HVAC, plumbing, and electrical services. Our employees are up-to-date with all code requirements and are familiar with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards. Our employees receive regular training and maintain all required certifications and licensing.

4. List any applicable certifications and/or trainings.

1. Professional mechanical engineer
2. Building Analyst Professional (Building Performance Institute)
3. Heating Professional (Building Performance Institute)
4. EPA HVAC Technician Universal
5. Energy Star NW Verifier Training
6. PTCS Certification for Duct Sealing
7. Renovators – LRRP – Certificates
8. In Progress Combustion Safety Certificates
9. State of Oregon LHR-LTD PB – Plumbing Contractor
10. State of Oregon LMS-Maint Spec Contractor
11. State of Oregon LHR-LTD Maint Contractor HVAC/R
12. Nate Gas Furnace – Service Technician Certificate

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Michael Pepelaskov, owner, will be the point contact for Clackamas County projects. He has over 25+ years of business experience. He is a professional mechanical engineer and holds several certifications/training related to weatherization, plumbing and HVAC. He has been doing full-service weatherization work for over 20 years and has been working with County and CAP agencies doing full-service weatherization, HVAC, plumbing and electrical work for them. Grace Pepelaskov, owner, has over 25+ years of office administration and project coordination/management. Two of our crew leads, Serge D. and Sergio R., each have over 15+ years of weatherization/construction experience. They both have extensive experience dealing with auditors and customers in the weatherization field. Our crew leads are familiar with the current Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and related codes. Our weatherization installers all have over 3+ or more of weatherization experience. All of our crew leads and most of our installers have LRRP renovator certificates, are PTCS duct sealing certified and have in progress combustion safety certificates.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Within the past five years, EC&C has performed full-service weatherization measure services for Clackamas County weatherization, Multnomah County weatherization, Mid-Columbia Community Action, NeighborImpact and Lower Columbia Action Council. EC&C has also provided HVAC and plumbing services to Multnomah County Weatherization and Mid-Columbia Community Action during the last five years. EC&C has also worked with Energy Trust of Oregon performing Air and Duct Sealing Services to manufactured homes.

Energy Comfort & Construction LLC
 15635 SE 114th Ave., Ste. 110
 Clackamas, OR 97015
 CCB# 160327

Oregon CCB Number	160327
SAM.GOV Registration/DUNS Number	701G8/799068395
CCB Lead-Based Paint Renovation Contractors License Number	LBPR160327
Lead Renovation Repair and Painting Program Employee Certifications	RR-129175-19-00135, 00136, 00137
Employer Identification Number	1220691-7
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Glenn Thornton, Wx Program Manager Address: Mid Columbia Community Action 312 E 4th St., The Dalles, OR 97058 Email: G.Thornton@mcccac.com Telephone: 541-248-5131 ext. 302
	One long-term client: Christina Kenney, Program Supervisor Name: Multnomah County Weatherization Address: 209 SW 4th Ave, Ste. 209, Portland, OR 97209 Email: Christina.L.Kenney@multco.us Telephone: 503-988-6139
	One other client: Eric Falk, Account Manager Name: Energy Trust of Oregon / ClearResult Address: 100 SW Main, #1500, Portland, OR 97204 Email: Eric.Falk@clearresult.com Telephone: 541-954-8412

Provide other relevant information, if any.

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name: Energy Comfort & Construction, LLC

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600 ⁰⁰	550 ⁰⁰	1150 ⁰⁰
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	550 ⁰⁰	1150 ⁰⁰
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	700 ⁰⁰	600 ⁰⁰	1300 ⁰⁰
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
16	Ea.	Install Humidistat timer switch with multi humidity settings	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	100 ⁰⁰	50 ⁰⁰	150 ⁰⁰
18	Ea.	Install pig tail for kitchen range hood	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰

19	Ea.	Install New pig-tail with j-box to kitchen range hood	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	75 ⁰⁰	25 ⁰⁰	100 ⁰⁰
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	40 ⁰⁰	5 ⁰⁰	45 ⁰⁰
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
23	Ea.	Install new metal R-49 roof vent	75 ⁰⁰	25 ⁰⁰	100 ⁰⁰
24	Ea.	Remove and replace existing roof vent with new metal R-49	40 ⁰⁰	25 ⁰⁰	65 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	75 ⁰⁰	10 ⁰⁰	85 ⁰⁰
26	Ea.	Undercut door (up to 2")	75 ⁰⁰	20 ⁰⁰	95 ⁰⁰
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	150 ⁰⁰	50 ⁰⁰	200 ⁰⁰
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	190 ⁰⁰	50 ⁰⁰	240 ⁰⁰
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	270 ⁰⁰	150 ⁰⁰	420 ⁰⁰
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	120 ⁰⁰	50 ⁰⁰	170 ⁰⁰
31	Ea.	Install inline damper to kitchen fan or range hood.	150 ⁰⁰	50 ⁰⁰	200 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	95 ⁰⁰	20 ⁰⁰	115 ⁰⁰
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	500 ⁰⁰	100 ⁰⁰	600 ⁰⁰
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	40 ⁰⁰	20 ⁰⁰	60 ⁰⁰
37	Ea.	Install fresh air 80 or 100	160 ⁰⁰	120 ⁰⁰	280 ⁰⁰
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.45	.25	0.70
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	95 ⁰⁰	25 ⁰⁰	120 ⁰⁰
40	Sq.Ft.	Air sealing with 2 part foam system	25 ⁰⁰	30 ⁰⁰	55 ⁰⁰
41	Sq.Ft.	Sheetrock patching	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	55 ⁰⁰	25 ⁰⁰	80 ⁰⁰
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	120 ⁰⁰	40 ⁰⁰	160 ⁰⁰
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
46	Sq.Ft.	Remove and replace existing broken IGU	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
47	LF	Remove and replace glazing compound	5 ⁰⁰	5 ⁰⁰	10 ⁰⁰
48	Ea.	Install door weatherstrip kit	110 ⁰⁰	59 ⁰⁰	169 ⁰⁰
49	Ea.	Install new snap bead vinyl weatherstrip	70 ⁰⁰	39 ⁰⁰	109 ⁰⁰
50	Ea.	Install new door threshold up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
51	Ea.	Install new door shoe up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
52	Ea.	Install new door sweep up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
53	Ea.	Adjust existing door	59 ⁰⁰	10 ⁰⁰	69 ⁰⁰
54	LF.	Block and seal knee-wall rakes	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
55	LF.	Block and seal basement Rim joists	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
56	LF.	Block and seal tops and bottoms of balloon framed walls	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
57	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	110 ⁰⁰	25 ⁰⁰	135 ⁰⁰
58	Ea.	Heat producing fixtures (when not insulating attic)	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	139 ⁰⁰	60 ⁰⁰	199 ⁰⁰
60	Sq.Ft.	Floor patch repair and seal	79 ⁰⁰	30 ⁰⁰	109 ⁰⁰
61	Ea.	Replace attic access (when not insulating)	110 ⁰⁰	30 ⁰⁰	140 ⁰⁰
62	Ea.	Weatherstrip interior attic access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
64	Ea.	Install thermal, air tight attic pull down enclosure	320 ⁰⁰	240 ⁰⁰	560 ⁰⁰
65	Ea.	Replace existing crawlspace access (when not insulating)	80 ⁰⁰	50 ⁰⁰	130 ⁰⁰
66	Ea.	Weatherstrip interior floor access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	60 ⁰⁰	20 ⁰⁰	80 ⁰⁰
69	Ea.	Build knee-wall access door and weatherstrip	120 ⁰⁰	80 ⁰⁰	200 ⁰⁰
70	Ea.	Cut in temporary access and seal upon completion	60 ⁰⁰	30 ⁰⁰	90 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	1.50	1.75	3.25
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	1.50	1.95	3.45
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	1.50	2.30	3.80
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	1.50	2.50	4.00
75	Sq.Ft.	Low clearance attic space. Labor only	1.00	\	1.00
76	Sq.Ft.	Floored attic areas – Labor only	2.95	\	2.95
77	Ea.	Cut in and install new attic access approx. 20"x30"	120 ⁰⁰	60 ⁰⁰	180 ⁰⁰
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	200 ⁰⁰	60 ⁰⁰	260 ⁰⁰
79	LF	Install 1/2" minimum plywood damming	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
80	LF	Install fiberglass damming	20 ⁰⁰	10 ⁰⁰	30 ⁰⁰
81	Ea.	Install Electrical Junction boxes to enclose flying splices	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
82	Sq.Ft.	Dam knob and tube wiring	20 ⁰⁰	10 ⁰⁰	30 ⁰⁰
83	Ea.	Install baffle to low venting	30 ⁰⁰	10 ⁰⁰	40 ⁰⁰
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	25 ⁰⁰	20 ⁰⁰	45 ⁰⁰
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	25 ⁰⁰	20 ⁰⁰	45 ⁰⁰

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	90 ⁰⁰	90 ⁰⁰	180 ⁰⁰
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	120 ⁰⁰	120 ⁰⁰	240 ⁰⁰
88	Ea.	Install extra-large gable vent 24"x30"	120 ⁰⁰	150 ⁰⁰	270 ⁰⁰
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	60 ⁰⁰	40 ⁰⁰	100 ⁰⁰
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	60 ⁰⁰	40 ⁰⁰	100 ⁰⁰
91	Ea.	Install roof vent R-92	60 ⁰⁰	30 ⁰⁰	90 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	3.00	2.00	5.00
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	1.00	0.50	1.50
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰
96	Ea.	Rescreen existing damaged foundation vents	30 ⁰⁰	20 ⁰⁰	50 ⁰⁰
97	Sq.Ft.	Removal and proper disposal of existing insulation	1.00	0.25	1.25
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	0.50	0.25	0.75
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	0.60	—	0.60
100	Sq.Ft.	Install permeable air barrier	0.50	0.40	0.90
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	2.50	1.50	4.00
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	2.00	1.75	3.75
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	2.00	2.00	4.00
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	2.00	2.25	4.25

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	2.50	3.00	5.50
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	2.50	3.50	6.00
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	2.00	3.00	5.00
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	2.25	3.75	6.00
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	15 ⁰⁰	20 ⁰⁰	35 ⁰⁰
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	15 ⁰⁰	10 ⁰⁰	25 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	2.50	1.50	4.00
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	2.50	2.00	4.50
118	Sq.Ft.	Install Tyvek/FSK or equivalent	2.00	1.00	3.00
119	Sq.Ft.	Twine only (when not insulating)	1.00	0.50	1.50
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	3.50	2.50	6.00
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	3.50	2.50	6.00
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	3.50	3.00	6.50
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	3.50	2.00	5.50
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	3.50	2.50	6.00
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	3.50	2.00	5.50
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	3.50	2.50	6.00
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	3.50	2.50	6.00
128	LF.	Labor only - Remove and replace shake siding	0.75	—	0.75
129	LF.	Labor only - Remove and replace wood siding	0.75	—	0.75
130	LF.	Labor only - Remove and replace vinyl siding	0.75	—	0.75
131	LF.	Labor only - Remove and replace aluminum/metal siding	1.00	—	1.00
132	LF.	Labor only - Remove and replace asphalt siding	2.00	1.00	3.00

133	LF.	Labor only - Drill wood siding that cannot be removed	1.00	0.50	1.50
134	LF.	Labor only - Drill stucco siding	2.00	1.00	3.00
135	LF.	Labor only - Drill interior walls	2.00	0.50	2.50
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
137	Ea.	Install new keyed alike lockset and dead bolt	60 ⁰⁰	69 ⁰⁰	129 ⁰⁰
138	Ea.	Install peephole	40 ⁰⁰	29 ⁰⁰	69 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	700 ⁰⁰	100 ⁰⁰	800 ⁰⁰
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	500 ⁰⁰	60 ⁰⁰	560 ⁰⁰
141	Both	Seal supply and return plenum in garage - when not sealing entire system	200 ⁰⁰	40 ⁰⁰	240 ⁰⁰
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	250 ⁰⁰	40 ⁰⁰	290 ⁰⁰
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	250 ⁰⁰	40 ⁰⁰	290 ⁰⁰
144	Ea.	Seal bare metal/connections on flex duct	70 ⁰⁰	10 ⁰⁰	80 ⁰⁰
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	8.00	3.00	11.00
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	8.00	4.00	12.00
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	12.00	3.00	15.00
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	18.00	3.00	21.00
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	40.00	10 ⁰⁰	50.00
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	40.00	12 ⁰⁰	52.00
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	10 ⁰⁰	3 ⁰⁰	13 ⁰⁰
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	12 ⁰⁰	4 ⁰⁰	16 ⁰⁰
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	10 ⁰⁰	10 ⁰⁰	20 ⁰⁰
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	10 ⁰⁰	15 ⁰⁰	25 ⁰⁰
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	12 ⁰⁰	10 ⁰⁰	22 ⁰⁰

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	14 ⁰⁰	15 ⁰⁰	29 ⁰⁰
157	Ea.	Shorten existing flex duct run	90 ⁰⁰	20 ⁰⁰	110 ⁰⁰
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	150 ⁰⁰	100 ⁰⁰	250 ⁰⁰
159	Ea.	Expose floored over register boots and install new floor register	120 ⁰⁰	50 ⁰⁰	170 ⁰⁰
160	Ea.	Install metal supply register	15 ⁰⁰	25 ⁰⁰	40 ⁰⁰

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	95 ⁰⁰	25 ⁰⁰	120 ⁰⁰
162	Sq.Ft.	Air sealing with 2 part foam system	25 ⁰⁰	30 ⁰⁰	55 ⁰⁰
163	Sq.Ft.	Sheetrock patching	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
165	Sq.Ft.	Replace broken single pane glass	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
166	Sq.Ft.	Replace broken IGU	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
167	Ea.	Install door weatherstrip kit	110 ⁰⁰	59 ⁰⁰	169 ⁰⁰
168	Ea.	Install new snap bead vinyl weatherstrip	70 ⁰⁰	39 ⁰⁰	109 ⁰⁰
169	Ea.	Install foam weatherstrip tape	80 ⁰⁰	20 ⁰⁰	100 ⁰⁰
170	Ea.	Install new door threshold and door shoe	89 ⁰⁰	89 ⁰⁰	178 ⁰⁰
171	Ea.	Install new door sweep	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
172	Ea.	Adjust existing door	59 ⁰⁰	10 ⁰⁰	69 ⁰⁰
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	139 ⁰⁰	60 ⁰⁰	199 ⁰⁰
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	79 ⁰⁰	30 ⁰⁰	109 ⁰⁰
175	Ea.	Eliminate blend air duct from furnace	59 ⁰⁰	49 ⁰⁰	108 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.00	1.00	2.00
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.00	1.50	2.50

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	6 ⁰⁰	4 ⁰⁰	10 ⁰⁰
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	6 ⁰⁰	5,50	11,50
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	6,00	6 ⁰⁰	12 ⁰⁰
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	6 ⁰⁰	5 ⁰⁰	11 ⁰⁰
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	6 ⁰⁰	6 ⁰⁰	12 ⁰⁰
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	1,00	1,00	2,00
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	1,00	1,50	2,50
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	1,00	1,75	2,75
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	40 ⁰⁰	30 ⁰⁰	70 ⁰⁰
187	Ea.	Install new R-49 to R-92 roof vent	40 ⁰⁰	30 ⁰⁰	70 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	2,50	1,50	4,00
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	2,50	1,75	4,25
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	3,00	1,50	4,50
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	3,00	1,75	4,75
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	3,00	2,50	5,50
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	2,00	2,00	4,00
194	Sq.Ft.	Install new permeable air barrier	0,50	0,40	0,90
195	Sq.Ft.	Twine to support 10" or more soft drop belly	1,25	0,50	1,75
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	3,00	3,50	6,50
197	LF.	Replace metal skirting	12 ⁰⁰	8 ⁰⁰	20 ⁰⁰
198	LF.	Replace wood skirting	12 ⁰⁰	10 ⁰⁰	22 ⁰⁰
199	Ea.	Remove existing and install new 6"x16" skirting vents	30 ⁰⁰	15 ⁰⁰	45 ⁰⁰
200	Ea.	Cut in and install new metal 6"x16" skirting vents	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
201	LF.	Extend condensate line to the outside	12 ⁰⁰	2,00	14 ⁰⁰

202	Ea.	Add new access to skirting	65 ⁰⁰	45 ⁰⁰	110 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	600 ⁰⁰	100 ⁰⁰	700 ⁰⁰
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	700 ⁰⁰	150 ⁰⁰	850 ⁰⁰
205	Ea.	Cut in and seal plenum only	200 ⁰⁰	50 ⁰⁰	250 ⁰⁰
206	LF.	Duct sealing/repair branch ducts	25 ⁰⁰	5 ⁰⁰	30 ⁰⁰
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	35 ⁰⁰	10 ⁰⁰	45 ⁰⁰
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	25 ⁰⁰	25 ⁰⁰	50 ⁰⁰
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	150 ⁰⁰	100 ⁰⁰	250 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	5.00	3.00	8.00
212	LF.	Install rigid foam board for support	2.00	8.00	10.00
213	Ea.	Support HVAC ducts – when no duct work called for	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	30 ⁰⁰	20 ⁰⁰	50 ⁰⁰
215	Sq.Ft.	Add safety glass to a replacement window	0	10 ⁰⁰	10 ⁰⁰
216	LF.	Install metal drip edge	5 ⁰⁰	5 ⁰⁰	10 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
219	Ea.	Install new keyed alike lockset and deadbolt	60 ⁰⁰	69 ⁰⁰	129 ⁰⁰
220	Ea.	Install peephole	40 ⁰⁰	29 ⁰⁰	69 ⁰⁰
221	Ea.	Install single lockset	60 ⁰⁰	59 ⁰⁰	119 ⁰⁰

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	110 ⁰⁰	60 ⁰⁰	170 ⁰⁰
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	279 ⁰⁰	139 ⁰⁰	418 ⁰⁰
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	169 ⁰⁰	79 ⁰⁰	248 ⁰⁰
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	7 ⁰⁰	4 ⁰⁰	11 ⁰⁰
226	Ea.	Repair water heater cavity door	169 ⁰⁰	100 ⁰⁰	269 ⁰⁰
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	70 ⁰⁰	30 ⁰⁰	100 ⁰⁰
228	Ea.	Install pressure relief tube and extend to crawlspace	70 ⁰⁰	50 ⁰⁰	130 ⁰⁰
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	900 ⁰⁰	650 ⁰⁰	1550 ⁰⁰
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	900 ⁰⁰	750 ⁰⁰	1650 ⁰⁰
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
232	Ea.	Install combustion air vent to water heater cavity floor	120 ⁰⁰	60 ⁰⁰	180 ⁰⁰

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
CCB# 160327

Clackamas County Weatherization
104 11th Street
Oregon City, OR 97045
503-650-3335
weatherization@clackamas.us

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
CCB# 160327

APPLICANT/VENDOR NAME: Energy Comfort & Construction, LLC

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 		269 ⁰⁰	269 ⁰⁰
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.		179 ⁰⁰	179 ⁰⁰
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.		1250 ⁰⁰	1250 ⁰⁰
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.		879 ⁰⁰	879 ⁰⁰
5	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.		50 ⁰⁰	50 ⁰⁰
6	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.		45 ⁰⁰	45 ⁰⁰
7	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.		50 ⁰⁰	50 ⁰⁰
8	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown. 3. New register must be installed to local mechanical code.		79 ⁰⁰	79 ⁰⁰

9	Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New return must be screwed to the surface. 2. New return must be white or brown. 3. New register must be installed to local mechanical code.		250 ⁰⁰	250 ⁰⁰
10	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident. 3. Filter cabinet must be installed to local mechanical code.		279 ⁰⁰	279 ⁰⁰
11	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown. 4. Filter grill must be installed to local mechanical code.		239 ⁰⁰	239 ⁰⁰
12	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code. 3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. <ul style="list-style-type: none"> <i>Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500.</i> 		339 ⁰⁰	339 ⁰⁰
13	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for approval. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.		339 ⁰⁰	339 ⁰⁰
14	Electrical Furnace Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications. 2. Inspect blower belt for wear and tension, replace as needed. 3. Oil blower motor and clean fan blades. 4. Check thermostat operation and set heat anticipator if needed. 5. Inspect wiring for frayed or burnt wiring and loose connection. 6. Test continuity for each element circuit component. 7. Check sequencer and control systems for proper operation. 8. Report findings to the Weatherization Program.		379 ⁰⁰	379 ⁰⁰
15	Air Conditioner/Heat Pump Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM). 2. Inspect blower belt for wear and tension, replace if needed. 3. Oil blower motor and clean fan blades. 4. Clean A coil and fins, provide 2 filters. 5. Check thermostat operation and set heat anticipator if needed. 6. Test continuity for each element circuit component, if electric back up system. 7. Check sequencer and control systems for proper operation. 8. Check refrigerant pressure and charge if necessary. 9. Conduct a static pressure test. 10. Report findings to the Weatherization Program.		479 ⁰⁰	479 ⁰⁰

16	<p>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one)</p> <p>Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> The installation must meet the manufacturer's specifications, and meet local mechanical codes Conduct a static pressure test and report finding to the Weatherization Program. New installation shall include new matching indoor air handler unit. Indoor A coil, TXV valve. 10 KW back up heat strips. Insulated refrigerant lines. New 115V and 230V if needed. Permits for installation are required. Contractor must submit proof of mechanical permit with invoice in order to receive payment. Make sure back up heat source is operational prior to leaving job site. Include all parts and labor required to attach new heat pump to existing refrigerant lines. Removal of old system and Freon capture is included in price when removing and installing new HP. Seal plenum with mastic when installing new HP. Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i> 		6995 ⁰⁰	6995 ⁰⁰
17	<p>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> Include the Following Items:</p> <ol style="list-style-type: none"> Install must meet manufacturer's specifications. Minimum HSPF 9.5 EER 12.5 or higher. New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6. Indoor A coil, insulated refrigerant lines, and outdoor coil. TXV valve UL listed. Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent. 10KW back-up heat strip. Make sure back up heat source is operational prior to leaving job site. Removal and disposal of old system. All electrical connections including new 115V and 230V dedicated circuits. Seal connection to plenum with mastic when installing new system. Must Provide AHRI certificate with invoice. 			
17A	New Heat Pump Install at 1.5 tons (Bid per one)		5995 ⁰⁰	5995 ⁰⁰
17B	New Heat Pump Install at 2.0 tons (Bid per one)		6495 ⁰⁰	6495 ⁰⁰
17C	New Heat Pump Install at 2.5 tons (Bid per one)		6995 ⁰⁰	6995 ⁰⁰
17D	New Heat Pump Install at 3.0 tons (Bid per one)		7495 ⁰⁰	7495 ⁰⁰
18	<p>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</p> <ol style="list-style-type: none"> Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions. Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat. Appliance must have a HSPF of as indicated per line item. Bid includes the following: <ol style="list-style-type: none"> All refrigerant lines to each indoor head/unit. Complete charge of refrigerant lines. Line set cover to be included with the installation All electrical permits by the governing body must be included with the invoice. All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit. Level pad installed under unit. Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc. Installation of condensate system, including all drainage, and pump if needed. 			
18A	Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, minimum 11.0 HSPF (Bid per one head)		5795 ⁰⁰	5795 ⁰⁰

18B	Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, minimum 10.0 HSPF (Bid per one head)		6195 ⁰⁰	6195 ⁰⁰
18C	Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)		6495 ⁰⁰	6495 ⁰⁰
18D	Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)		7195 ⁰⁰	7195 ⁰⁰
19	Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head) Bid to Include: a. All refrigerant lines. b. Line set cover c. All necessary electrical connections and dedicated circuits. d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc. e. Installation of condensate system, including all drainage and pump if needed.		1295 ⁰⁰	1295 ⁰⁰
20	Perform & Record Heat Rise Test on Furnace. (Bid per test) 1. Test shall be performed by taking one reading on the supply air. 2. A second test reading shall be performed on the return air. 3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly. 4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program		179 ⁰⁰	179 ⁰⁰
21	Perform & Record Static Pressure. (Bid per one) 1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's		179 ⁰⁰	179 ⁰⁰
22	Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one) 1. Air Balance a Forced Air HVAC system using a Flow Hood. 2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.		595 ⁰⁰	595 ⁰⁰
23	Remove and Replace 'A' Coil; heat pumps. (Bid per one)		1295 ⁰⁰	1295 ⁰⁰
24	Install outdoor thermostat on existing heat pump. (Bid per one)		295 ⁰⁰	295 ⁰⁰
25	Install programmable thermostat (as option for all furnace types). (Bid per one) 1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.		495 ⁰⁰	495 ⁰⁰
26	Install a Programmable Hard wired T-Stat for mini splits (Bid per one)		495 ⁰⁰	495 ⁰⁰
27	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.		179 ⁰⁰	179 ⁰⁰
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.		349 ⁰⁰	349 ⁰⁰
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰
30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections.		3995 ⁰⁰	3995 ⁰⁰

	b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			
31	Remove and Replace Element on Electric Furnace. (Bid per element)		495 ⁰⁰	495 ⁰⁰
32	Remove and Replace High Limit Switch – All furnaces. (Bid per one) 1. Maximum temperature shall be no higher than 180 degrees.		295 ⁰⁰	295 ⁰⁰
33	Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)		695 ⁰⁰	695 ⁰⁰
34	Remove and Replace Furnace Transformer – All furnaces. (Bid per one)		295 ⁰⁰	295 ⁰⁰
35	Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)		295 ⁰⁰	295 ⁰⁰

Additional Details to Line Items Above, If Necessary				

Clackamas County Weatherization
104 11th Street
Oregon City, OR 97045
503-650-3335
weatherization@clackamas.us

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
CCB# 160327

APPLICANT/VENDOR NAME: Energy Comfort & Construction, LLC

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION – FURNACE COMPONENTS	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 		269 ⁰⁰	269 ⁰⁰
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.		179 ⁰⁰	179 ⁰⁰
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code. 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.		849 ⁰⁰	849 ⁰⁰
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.		749 ⁰⁰	749 ⁰⁰
5	Furnish & Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot) 1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.		70 ⁰⁰	70 ⁰⁰
6	Furnish & Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot) 1. Furnish and install single-wall flue pipe from furnace to chimney.		50 ⁰⁰	50 ⁰⁰
7	Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door) 1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air. 2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling. 3. Sizing of combustion air grills must meet local code in effect at the time the work in being performed.		449 ⁰⁰	449 ⁰⁰

8	Install Outside Combustion Air to Appliance. (Bid per linear foot) 1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.			
LINE ITEM	LINE ITEM DESCRIPTION – DUCTING COMPONENTS	Bid Units	Bid Price	Total
9	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the supply ducts on each side of the home.		50 ⁰⁰	50 ⁰⁰
10	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.		45 ⁰⁰	45 ⁰⁰
11	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.		50 ⁰⁰	50 ⁰⁰
12	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown.		79 ⁰⁰	79 ⁰⁰
13	Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface. 2. New register must be white or brown.		250 ⁰⁰	250 ⁰⁰
14	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.		279 ⁰⁰	279 ⁰⁰
15	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown.		239 ⁰⁰	239 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – EQUIPMENT EVALUATIONS	Bid Units	Bid Price	Total
16	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500. 3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. 4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.		339 ⁰⁰	339 ⁰⁰
17	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If minor repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for next steps. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.		339 ⁰⁰	339 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – GAS FURNACE	Bid Units	Bid Price	Total

18	Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one) 1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed. 2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace. 3. Install a filter cabinet on cold air return side of the furnace, and provide 2 air filters, minimum MERV 6.		4795 ⁰⁰	4795 ⁰⁰
19	Furnish & Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one) 1. The installation must meet the manufacturer's Specifications. 2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage). 3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.		5595 ⁰⁰	5595 ⁰⁰
20	Furnish & Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book 1. The installation must meet the manufacturer's specifications, and meet local mechanical codes 2. This item shall include all material and labor necessary to install new furnace to code.		4795 ⁰⁰	4795 ⁰⁰
21	Furnish & Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one) 1. Install must meet manufacturer's specifications. 2. This item shall include all material and labor necessary to install new furnace to code.		149 ⁰⁰	149 ⁰⁰
22	Natural Gas Boiler Tune Up – (Bid per one)		595 ⁰⁰	595 ⁰⁰
23	Perform Gas Furnace Tune-up. (Bid per one)		349 ⁰⁰	349 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – GAS RANGE/STOVE	Bid Units	Bid Price	Total
24	Perform Gas Range Stove Tune-Up. (Bid per one complete unit) 1. Clean burners 2. Perform carbon monoxide test on oven and burners. 3. Check for burner operation, flame color and flame rollout. 4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven		379 ⁰⁰	379 ⁰⁰
25	Furnish & Install Gas Range / Stove. (Bid per one) 1. Install to manufacturer's specifications		1599 ⁰⁰	1599 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – MISCELLENEOUS	Bid Units	Bid Price	Total
26	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.		179 ⁰⁰	179 ⁰⁰
27	Add PVC Vent Pipe – per linear foot supply and exhaust. 1. Bid to include termination to outside and all connections. 2. Includes exhaust and supply air termination in excess of 18 inches from one another.		49 ⁰⁰	49 ⁰⁰
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.		349 ⁰⁰	349 ⁰⁰
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system) 1. Install in conjunction with existing duct system, 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰

30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid to Include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰
31	Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)		295 ⁰⁰	295 ⁰⁰
32	Remove and Replace Furnace Sequencer (Bid per one)		695 ⁰⁰	695 ⁰⁰
33	Remove and Replace Furnace Transformer (Bid per one)		295 ⁰⁰	295 ⁰⁰
34	Remove and Replace Furnace Fan Switch (Bid per one)		295 ⁰⁰	295 ⁰⁰

Additional Details to Line Items Above, If Necessary				

ATTACHMENT D

Plumbing Measures Price List

Vendor Name: Energy Comfort & Construction LLC

Item #	Description	Labor	Material	Total
Section A: Miscellaneous Materials and Hourly Rate				
0	Miscellaneous Material		20%	20%
1	Hourly Rate	89 ⁰⁰		89 ⁰⁰
Section B: Water Heating				
2	Thermocouple for Gas Water Heater	179 ⁰⁰	100 ⁰⁰	279 ⁰⁰
3	Pilot Light for Gas Water Heater	179 ⁰⁰	100 ⁰⁰	279 ⁰⁰
4	Remove and Replace Existing Electric Water Heater – Site Built Home	700 ⁰⁰	850 ⁰⁰	1550 ⁰⁰
5	Remove and Replace Existing Electric Water Heater – Mobile Home Approved Tank	700 ⁰⁰	850 ⁰⁰	1550 ⁰⁰
6	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Mobile Home Approved Tank	800 ⁰⁰	1900 ⁰⁰	2700 ⁰⁰
7	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Mobile Home Approved Tank	900 ⁰⁰	1600 ⁰⁰	2500 ⁰⁰
8	Remove and Replace Existing Gas Water Heater -Mobile Home Approved Tank	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰
9	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Site Built Home	800 ⁰⁰	2000 ⁰⁰	2800 ⁰⁰
10	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Site Built Home	900 ⁰⁰	1700 ⁰⁰	2600 ⁰⁰
11	Remove and Replace Existing Gas Water Heater –Site Built Home	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰
12	Remove & Replace Existing Electric Water Heater with HP Water Heater – Mobile Home Approved.	700 ⁰⁰	2200 ⁰⁰	2900 ⁰⁰
13	Remove & Replace Existing Electric Water Heater with Heat Pump Hot Water Heater – Site Built Home.	700 ⁰⁰	2200 ⁰⁰	2900 ⁰⁰
14	Remove & Replace Existing Gas Water Heater with 90% Hot Water Heater – Mobile Home Approved Tank	900 ⁰⁰	2500 ⁰⁰	3400 ⁰⁰
15	Remove and Replace Existing Gas Water Heater with 90% Condensing Hot Water Heater – Site Built Home	900 ⁰⁰	2500 ⁰⁰	3400 ⁰⁰
16	Install Heat Pump Retrofit on Existing Electric Water Heater – Site Built or Mobile Home.	1200 ⁰⁰	3500 ⁰⁰	4700 ⁰⁰
17	Remove and Replace Heating Element for Electric Water Heater – Site Built or Mobile Home	400 ⁰⁰	95 ⁰⁰	495 ⁰⁰
18	Remove and Replace Thermostat on Electric Water Heater – Site Built or Mobile Home	400 ⁰⁰	95 ⁰⁰	495 ⁰⁰
19	Remove and Replace Thermostat on Gas Water Heater - Site Built Home or Mobile Home	400 ⁰⁰	295 ⁰⁰	695 ⁰⁰
20	Remove and Replace Under Counter Electric Water Heater – Site Built Home	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰

Section C: Pressurized Water System				
21	Remove and Replace Under Counter Electric Water Heater – Mobile Home Approved Tank	900 ⁰⁰	1050 ⁰⁰	1950 ⁰⁰
22	Water Line Replacement – Copper Pipe	259 ⁰⁰	100 ⁰⁰	359 ⁰⁰
23	Water Line Replacement – Aquapex (PEX) or approved substitute.	259 ⁰⁰	90 ⁰⁰	349 ⁰⁰
24	Repair Leak in Galvanized Pipe	259 ⁰⁰	200 ⁰⁰	459 ⁰⁰
25	Repair Leak in Copper Pipe	259 ⁰⁰	200 ⁰⁰	459 ⁰⁰
26	Repair Leak in Quest, Chlorinated Poly Vinyl Chloride (CPVC) Pipe or Aquapex (PEX), or WIRSBO Tubing	249 ⁰⁰	200 ⁰⁰	449 ⁰⁰
27	Repair Leak on Above-Ground Waste Line – ABS	379 ⁰⁰	200 ⁰⁰	579 ⁰⁰
28	Repair Leak on Above-Ground Waste Line – Galvanized	429 ⁰⁰	200 ⁰⁰	629 ⁰⁰
29	Repair Leak on Above-Ground Waste Line – Cast Iron	429 ⁰⁰	200 ⁰⁰	629 ⁰⁰
30	Waste Line Replacement – ABS	129 ⁰⁰	40 ⁰⁰	169 ⁰⁰
Section D: Plumbing Fixture Repair and / or Replacement				
31	Remove and Replace Toilet Flapper	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
32	Remove and Replace Toilet Handle	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
33	Remove and Replace Flush Valve Assembly	279 ⁰⁰	49 ⁰⁰	328 ⁰⁰
34	Remove and Replace Toilet Wax Ring	279 ⁰⁰	49 ⁰⁰	328 ⁰⁰
35	Remove and Replace Toilet Supply Line	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
36	Remove and Replace Supply Line for Kitchen or Bath Faucet	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
37	Remove and Replace Faucet Cartridge	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
38	Install Faucet Stem Repair Kit	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
39	Clear Clogged Drain with Power Snake	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
40	Remove and Replace Bathtub Drain Assembly Located in the Basement	509 ⁰⁰	79 ⁰⁰	588 ⁰⁰
41	Remove and Replace Bathtub Drain Assembly Located in the Crawl Space	579 ⁰⁰	79 ⁰⁰	658 ⁰⁰
42	A. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰
	B. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰
	C. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰

43	Remove and Replace Sink Basket/Strainer Assembly	179 ⁰⁰	49 ⁰⁰	228 ⁰⁰
44	Remove and Replace Lavatory Sink Pop-up Drain Assembly	179 ⁰⁰	49 ⁰⁰	228 ⁰⁰
45	Remove and Replace Kitchen Sink Faucet	479 ⁰⁰	119 ⁰⁰	598 ⁰⁰
46	Remove and Replace Bathtub/Shower Valve	579 ⁰⁰	179 ⁰⁰	758 ⁰⁰
47	Remove and Replace Bathroom Sink Faucet	479 ⁰⁰	79 ⁰⁰	558 ⁰⁰
48	Remove and Replace Toilet With 1.6-Gallon Toilet	479 ⁰⁰	200 ⁰⁰	679 ⁰⁰
49	Remove and Replace Toilet With 1.28 GPF Water Sense Label Gallon Toilet	479 ⁰⁰	200 ⁰⁰	679 ⁰⁰
50	Remove and Replace Toilet With 1.6 GPF Handicapped Accessible Toilet	479 ⁰⁰	239 ⁰⁰	718 ⁰⁰
51	Remove and Replace Toilet With 1.28 GPF Water Sense Label Handicapped Accessible Toilet.	479 ⁰⁰	239 ⁰⁰	718 ⁰⁰
Section E: Miscellaneous				
52	Evaluation of Water/Sewer Problem in House	479 ⁰⁰	20 ⁰⁰	499 ⁰⁰
53	Replace Main Line ≤10'	279 ⁰⁰	60 ⁰⁰	339 ⁰⁰
54	Replace Main Line >10'	149 ⁰⁰	60 ⁰⁰	209 ⁰⁰
55	Install Electrical Grounding Rod	599 ⁰⁰	199 ⁰⁰	798 ⁰⁰
56	Sewer Camera Scope	600 ⁰⁰	99 ⁰⁰	699 ⁰⁰
57	Cut Access to Enclosed Plumbing SQ feet	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
58	Floor Repair – Toilet SQ ft	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
59	Floor Repair – Hot Water Tank SQ ft.	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
60	Emergency Situation – Respond Within 18-24 Clock Hour Period	349 ⁰⁰	79 ⁰⁰	428 ⁰⁰

ATTACHMENT E - SINGLE FAMILY ELECTRICAL		Bidder Name: <u>Energy Comfort & Construction LLC</u>			
Bid Response Instructions: 1. Enter your Bidder Name 2. Enter your bid pricing in the green Bid Price cells - Labor and Material <i>ONLY</i> . The bid prices will automatically multiplied by the Bid Units to calculate the total bid price for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item Bid Prices submitted in the calculation of work orders.					
<p align="center">NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing.</p> <p align="center">Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.</p>					
YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE					
Item	Description	Bid Price: Labor	Bid Price: Material	Bid Units	Line Item Bid Total
1	Truck Charge One truck charge per project	79 ⁰⁰	100 ⁰⁰	1	179 ⁰⁰
Items 2-3: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent. <p>*NOTE Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The Permit from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
2	New Bath Fan Light Combo in Site Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
3	New Bath Fan Light Combo in Mobile Home: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
4	New Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
5	New Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes. Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice 					
6	Remove and Replace Existing Bath Fan Light Combo in Stick Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
7	Remove and Replace Existing Bath fan light combo in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰

Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes.				
Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust. The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 				
8	Remove and Replace Existing Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	500 ⁰⁰	1 1100 ⁰⁰
9	Remove and Replace Existing Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	500 ⁰⁰	1 1100 ⁰⁰
Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes.				
Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of of the fan exhaust. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement Fan manufacturer, name and model number must be included with the invoice. 				
10	Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home : Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	650 ⁰⁰	500 ⁰⁰	1 1150 ⁰⁰
Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes				
Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 				
11	Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home: Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	650 ⁰⁰	500 ⁰⁰	1 1150 ⁰⁰
Miscellaneous				
12	Install a new Smart Exhaust bath fan/delay timer/ventilation controller. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	100 ⁰⁰	50 ⁰⁰	1 150 ⁰⁰
13	Install a Mechanical Timer Switch Separate from the Light: <ol style="list-style-type: none"> The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	100 ⁰⁰	50 ⁰⁰	1 150 ⁰⁰
Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes.				
Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the and vent fan through wall or ceiling. Installing a new separate electrical circuit if needed. Fishing the wire from an approved electrical source. Installation must be a finished product and paint ready. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice. Fan manufacturer name, and model number must be included with the invoice. 				
14	Install New Kitchen Ceiling Fan in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one)	700 ⁰⁰	600 ⁰⁰	1 1300 ⁰⁰
15	Install New Kitchen Ceiling Fan in Mobile Home: <ol style="list-style-type: none"> Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one).	700 ⁰⁰	600 ⁰⁰	1 1300 ⁰⁰

16	Install New Kitchen Wall Fan in Stick Built Dwelling: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
17	Install New kitchen Wall Fan in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
18	Install New Kitchen Range Hood in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
19	Install New Kitchen Range Hood in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes. Includes the following:					
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install and vent the fan through wall or ceiling. Installing a new separate electrical circuit if needed. Fishing the wire from an approved electrical source. Installation must be a finished product and paint ready. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
20	Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
21	Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
22	Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
23	Remove and Replace Kitchen Wall Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
24	Remove and Replace Kitchen Range Hood with Damper Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	600 ⁰⁰	650 ⁰⁰	1	1250 ⁰⁰
25	Remove and Replace Kitchen Range Hood with Damper in Mobile Home Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	600 ⁰⁰	650 ⁰⁰	1	1250 ⁰⁰
Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include:					
<ol style="list-style-type: none"> A ground rod and ground wire as needed to meet electrical code. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Price shall include: *All materials and labor to install the electric panel. *Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.					
26	200 AMP panel in Stick Built Dwelling: (Bid per one)	1800 ⁰⁰	1400 ⁰⁰	1	3200 ⁰⁰
27	200 AMP panel in Mobile Home: (Bid per one)	1800 ⁰⁰	1400 ⁰⁰	1	3200 ⁰⁰
28	125 AMP panel in Stick Built Dwelling: (Bid per one)	1700 ⁰⁰	1300 ⁰⁰	1	3000 ⁰⁰
29	125 AMP panel in Mobile Home: (Bid per one)	1700 ⁰⁰	1300 ⁰⁰	1	3000 ⁰⁰
30	100 AMP panel in Stick Built Dwelling: (Bid per one)	1700 ⁰⁰	1250 ⁰⁰	1	2950 ⁰⁰
31	100 AMP panel in Mobile Home: (Bid per one)	1700 ⁰⁰	1250 ⁰⁰	1	2950 ⁰⁰
32	Remove Existing Service Entrance and Install New Service Entrance to Code. Must include: <ol style="list-style-type: none"> Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. The price shall include all materials and labor to install the service entrance. (Bid per one)	3500 ⁰⁰	2900 ⁰⁰	1	6400 ⁰⁰

33	<p>Install a Dedicated Separate Circuit in an Existing Electric Panel.</p> <ol style="list-style-type: none"> Circuit must be 15 amp or 20 amp and be 110 volts This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Installation must also include: Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	800 ⁰⁰	450 ⁰⁰	1	1250 ⁰⁰
34	<p>Install a Dedicated Separate Circuit in an Existing Electric Panel.</p> <ol style="list-style-type: none"> Circuit must be 30 amp 240 volts This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Installation must also : Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	1000 ⁰⁰	650 ⁰⁰	1	1650 ⁰⁰
35	<p>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</p> <p>(Bid per one)</p>	129 ⁰⁰	40 ⁰⁰	1	169 ⁰⁰
36	<p>Install a Junction Box Cover on a Junction Box Where None Exists.</p> <p>(Bid per one)</p>	79 ⁰⁰	10 ⁰⁰	1	89 ⁰⁰
37	<p>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</p> <ol style="list-style-type: none"> Submit a report on agency supplied electrical inspection and repair service form. Identify repairs needed to insulate around the knob and tube wiring. Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code. Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection. If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order. <p>(Bid Per One)</p>	749 ⁰⁰	100 ⁰⁰	1	849 ⁰⁰
38	<p>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</p> <p>Must include:</p> <ol style="list-style-type: none"> All materials to install this item must be included in this bid price. The outlet cannot be installed on the same circuit as the furnace. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. All work must be performed to meet local codes. <p>(Bid per one).</p>	800 ⁰⁰	450 ⁰⁰	1	1250 ⁰⁰
39	<p>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</p> <ol style="list-style-type: none"> All materials to install this item must be included in this bid price. The outlet cannot be installed on the same circuit as the furnace. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. All work must be performed to meet local codes. <p>(Bid per one).</p>	900 ⁰⁰	550 ⁰⁰	1	1450 ⁰⁰
40	<p>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p>(Bid per One, the truck charge in Bid Item 1 does not apply)</p>	749 ⁰⁰	100 ⁰⁰	1	849 ⁰⁰
Overall Bid Total					\$ 0.00
41	<p>Miscellaneous Materials</p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>		20%	1	20%
42	<p>Hourly Rate</p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p>(Bid per hour)</p>	89 ⁰⁰		1	89 ⁰⁰

PLEASE NOTE: You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
CCB# 160327

PROPOSAL CERTIFICATION
RFP #2021-36

Submitted by: Energy Comfort & Construction, LLC
(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.

Name: Michael Pepelaskov Date: 5/19/21
 Signature: [Handwritten Signature] Title: Owner/member
 Email: info@ECC-LLC.com Telephone: 503-657-3434
 Oregon Business Registry Number: 1220691-7 OR CCB # (if applicable): 160327

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Montgomery & Graham 412 Jefferson Pkwy, Ste 100 Lake Oswego OR 97035	CONTACT NAME: Gillian Baker PHONE (A/C, No, Ext): (503) 601-8305 E-MAIL ADDRESS: certs@mymgteam.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Energy Comfort & Construction, LLC 15635 SE 114th Ave Ste 110 Clackamas OR 97015	INSURER A: Ohio Security Insurance Co	NAIC # 24082
	INSURER B: Ohio Casualty Insurance Co	24074
	INSURER C: SAIF Corporation	36196
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL BA XS WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		BKS54904064	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 15,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							WA Stop Gap \$ 1,000,000
A	AUTOMOBILE LIABILITY			BAS54904064	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			USO57566296	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	966798	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clackamas County is named as additional insured provided this is required by prior written contract or prior written agreement per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County
2051 Kaen Road

Oregon City

OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gillian M Baker

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Montgomery & Graham 412 Jefferson Pkwy, Ste 100 Lake Oswego OR 97035	CONTACT NAME: Gillian Baker PHONE (A/C, No, Ext): (503) 601-8305 E-MAIL ADDRESS: certs@mymgteam.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Energy Comfort & Construction, LLC 15635 SE 114th Ave Ste 110 Clackamas OR 97015	INSURER A: Ohio Security Insurance Co	NAIC # 24082
	INSURER B: Ohio Casualty Insurance Co	24074
	INSURER C: SAIF Corporation	36196
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL BA XS 21/22 WC **REVISION NUMBER:**

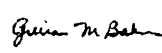
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	BKS54904064	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	OTHER:					MED EXP (Any one person) \$ 15,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BAS54904064	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		USO57566296	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 3,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 3,000,000	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	966798	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clackamas County is named as additional insured provided this is required by prior written contract or prior written agreement per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County 2051 Kaen Road Oregon City OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY – ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B	3
ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY – ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS – EXTENDED PROTECTION OF YOUR “LIMITS OF INSURANCE”	6
WHO IS AN INSURED – INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED – FELLOW EMPLOYEE EXTENSION – MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b) The construction, erection, or removal of elevators; or
 - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III – Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":**
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Four Seasons Heating and Air Conditioning for the
Weatherization Specialty Contractors**

Purpose/ Outcomes	To install HVAC specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$900,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Four Seasons Heating and Air Conditioning for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4233**

This Weatherization Services Contract (this “Contract”) is entered into between **Four Seasons Heating & Air Conditioning, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **Nine Hundred Thousand Dollars (\$900,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. Automobile Liability: The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subcontracting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.


Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

Four Seasons Heating & Air Conditioning, Inc.

Clackamas County


Authorized Signature _____ Date 6/17/2021

Chair

Christopher Hahn / President
Name / Title Printed

Recording Secretary

97152
CCB License Number

Approved as to from.

383940-86
Oregon Business Registry Number



County Counsel

06/29/2021

DBC/Oregon
Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Four Seasons Heating & Air Conditioning, Inc

Representative Name and Title: Christopher Hahn / President

Signature:

Date:

6/17/21

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 EVALUATION CRITERIA

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal



Four Seasons Heating & Air Conditioning, Inc.

CCB# 97152

Contact Person: Christopher Hahn

Chris@FourSeasonsHeatAir.com

(503) 538-1950

1005 S Industrial Pkwy

Newberg, OR 97132-7435

**Four Seasons Heating & Air Conditioning, Inc. RFP Response to:
RFP#2021-36 for Weatherization Major Measure and Specialty Contractor**

5/17/21

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Four Seasons Heating & Air Conditioning, Inc. is a heating & cooling company that focuses exclusively on providing heating and cooling services for existing homes. This includes all necessary exhaust systems, ductwork, electrical work, indoor air quality systems, gas piping, metal work, controls and other items necessary to accomplish any gas or electric furnace, air conditioner, heat pump, or ductless heat pump system.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

See the attached separate sheet of paper.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Four Seasons Heating & Air Conditioning, Inc. which has been an Oregon CCB contractor since 1994 is solely dedicated to the installation of heating and cooling systems in residential homes. We currently install over 1,000 new heating and cooling systems in existing homes each year. We carry a 4.9/5 customer rating on Google from our customers, and a 5/5 star rating with the Energy Trust of Oregon. We work with not only PGE, but all PUDs within Clackamas County. This is all to say, we are one of the largest existing home HVAC contractors in the Portland Metro area.

4. List any applicable certifications and/or trainings.

Each of our project leads carry their refrigerant licenses, NATE certifications, PTCS certifications, and on applicable projects, their Lead Renovator Repair & Painting certifications. In addition, each technician completes the HVAC program classes offered through PCC.

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Travis Burklund, Jeremy Russel and Mike Hahn will be the primary individuals assigned to this program. Each of these employees carry their refrigerant licenses, NATE certifications, PTCS certifications, and Lead Renovator Repair & Painting certifications. Travis has been with the company for 16 years and is proficient in installation of every type of equipment we install. Jeremy is an installer and service technician who has been with Four Seasons for 6 years after working in the industry for another year prior to joining our team. Mike, in addition to being part owner in the business is capable of installation and trouble-shooting on all of the equipment we install.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Four Seasons Heating & Air Conditioning, Inc. currently has contracts with Clackamas County Weatherization, Washington County's Community Action program, and Yamhill Community Action Program. All of which offer comparable services to those provided by CCW's program. The net total of projects of this category completed on a yearly basis are as follows: 2016: 71, 2017:87, 2018:74, 2019:58, 2020: 77. In addition to this work completed for public entities, we currently have a contract with Washington County's Wood Stove Exchange program. We are very familiar with all of the practices and requirements of working with the CCW program and look forward to doing so in years to come.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

Four Seasons Heating & Air Conditioning, Inc. is an equal opportunity employer. In order to encourage a more diverse workforce, our hiring practices include writing job descriptions with inclusive language. In addition, we attempt to use hiring channels available to all candidates. In the hiring process and through continued career development, we always attempt to provide vertical and horizontal career opportunities. Diversity in thought will help us to achieve our goal to recruit, train, promote and retain our most valuable asset: our team.

Four Seasons Heating & Air Conditioning, Inc. pays for healthcare for all employees, as well as a minimum of half of their employee's family healthcare. We provide a 401K profit sharing plan with contribution matching. We provide paid vacation, paid personal time off, company vehicles for each project lead, we provide all tools for employees, pay for all trainings, uniforms and laundering services, yearly bonuses, and performance incentive programs.

Oregon CCB Number	97152
SAM.GOV Registration/DUNS Number	826459984
CCB Lead-Based Paint Renovation Contractors License Number	LBPR97152
Lead Renovation Repair and Painting Program Employee Certifications	RI-41-R009-19-62-1519, RI-41-R009-19-62-1530, RI-41-R009-19-62-1516
Employer Identification Number	93-1135757
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Tyler Spencer Address: 211 Stanley St, Amity OR 97101 Email: christinariggs25@gmail.com Telephone: 503-931-5539
	One long-term client: Name: Jennifer Woodard Address: 10097 SW Woodard Ln, Tigard OR 97223 Email: Jennifer.Woodard46@yahoo.com Telephone: 503-523-8310
	One other client: Name: Jason Nide Address: 12445 NW 28th Ave, North Plaine OR 97133 Email: jlike719@yahoo.com Telephone: 503-213-0542

Provide other relevant information, if any.

It has always been part of our ownership team's philosophy to do the right thing. In this case, we feel that helping those in our community get cost effective, reliable heating and cooling in their homes is just that. These projects we work on together help those in our community who often times would go unserved or underserved and it gives them the opportunity to continue to live in their homes instead of being forced out. We would very much love to be able to continue working with CCW in this program for years to come.

Please also note that some of the efficiency requirements like 9.5 HSPF can greatly increase the cost of the project past even 9.0 HSPF or 8.5 HSPF. If there are ever times where budget cannot allow for full cost measures and lower cost options could work within the requirements of CCW, please just ask. We are always happy to try to find a way to keep another community member healthy and safe in their homes!

Clackamas County Weatherization
104 11th Street
Oregon City, OR 97045
503-650-3335
weatherization@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> • Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 			225
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.			314
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.			650
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.			315
5	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.			55
6	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.			35
7	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.			55
8	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown. 3. New register must be installed to local mechanical code.			45

9	Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New return must be screwed to the surface. 2. New return must be white or brown. 3. New register must be installed to local mechanical code.			105
10	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident. 3. Filter cabinet must be installed to local mechanical code.			405
11	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown. 4. Filter grill must be installed to local mechanical code.			225
12	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code. 3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. <ul style="list-style-type: none"> Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500. 			89
13	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for approval. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.			89
14	Electrical Furnace Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications. 2. Inspect blower belt for wear and tension, replace as needed. 3. Oil blower motor and clean fan blades. 4. Check thermostat operation and set heat anticipator if needed. 5. Inspect wiring for frayed or burnt wiring and loose connection. 6. Test continuity for each element circuit component. 7. Check sequencer and control systems for proper operation. 8. Report findings to the Weatherization Program.			99
15	Air Conditioner/Heat Pump Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM). 2. Inspect blower belt for wear and tension, replace if needed. 3. Oil blower motor and clean fan blades. 4. Clean A coil and fins, provide 2 filters. 5. Check thermostat operation and set heat anticipator if needed. 6. Test continuity for each element circuit component, if electric back up system. 7. Check sequencer and control systems for proper operation. 8. Check refrigerant pressure and charge if necessary. 9. Conduct a static pressure test. 10. Report findings to the Weatherization Program.			99

16	<p>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> The installation must meet the manufacturer's specifications, and meet local mechanical codes Conduct a static pressure test and report finding to the Weatherization Program. New installation shall include new matching indoor air handler unit. Indoor A coil, TXV valve. 10 KW back up heat strips. Insulated refrigerant lines. New 115V and 230V if needed. Permits for installation are required. Contractor must submit proof of mechanical permit with invoice in order to receive payment. Make sure back up heat source is operational prior to leaving job site. Include all parts and labor required to attach new heat pump to existing refrigerant lines. Removal of old system and Freon capture is included in price when removing and installing new HP. Seal plenum with mastic when installing new HP. Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i> 			8090
17	<p>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> include the Following Items:</p> <ol style="list-style-type: none"> Install must meet manufacturer's specifications. Minimum HSPF 9.5 EER 12.5 or higher. New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6. Indoor A coil, insulated refrigerant lines, and outdoor coil. TXV valve UL listed. Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent. 10KW back-up heat strip. Make sure back up heat source is operational prior to leaving job site. Removal and disposal of old system. All electrical connections including new 115V and 230V dedicated circuits. Seal connection to plenum with mastic when installing new system. Must Provide AHRI certificate with invoice. 			
17A	New Heat Pump Install at 1.5 tons (Bid per one)			9985
17B	New Heat Pump Install at 2.0 tons (Bid per one)			9985
17C	New Heat Pump Install at 2.5 tons (Bid per one)			10185
17D	New Heat Pump Install at 3.0 tons (Bid per one)			10785
18	<p>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</p> <ol style="list-style-type: none"> Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions. Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat. Appliance must have a HSPF of as indicated per line item. Bid includes the following: <ol style="list-style-type: none"> All refrigerant lines to each indoor head/unit. Complete charge of refrigerant lines. Line set cover to be included with the installation All electrical permits by the governing body must be included with the invoice. All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit. Level pad installed under unit. Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc. Installation of condensate system, including all drainage, and pump if needed. 			
18A	Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, minimum 11.0 HSPF (Bid per one head)			5485

18B	Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, minimum 10.0 HSPF (Bid per one head)			6245
18C	Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)			7025
18D	Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)			7025
19	Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head) Bid to Include: a. All refrigerant lines. b. Line set cover c. All necessary electrical connections and dedicated circuits. d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc. e. Installation of condensate system, including all drainage and pump if needed.			1775
20	Perform & Record Heat Rise Test on Furnace. (Bid per test) 1. Test shall be performed by taking one reading on the supply air. 2. A second test reading shall be performed on the return air. 3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly. 4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program			89
21	Perform & Record Static Pressure. (Bid per one) 1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's			189
22	Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one) 1. Air Balance a Forced Air HVAC system using a Flow Hood. 2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.			N/A
23	Remove and Replace 'A' Coil; heat pumps. (Bid per one)			1820
24	Install outdoor thermostat on existing heat pump. (Bid per one)			225
25	Install programmable thermostat (as option for all furnace types). (Bid per one) 1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.			225
26	Install a Programmable Hard wired T-Stat for mini splits (Bid per one)			520
27	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.			189
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.			562
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A
30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections.			N/A

	b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			
31	Remove and Replace Element on Electric Furnace. (Bid per element)			520
32	Remove and Replace High Limit Switch – All furnaces. (Bid per one) 1. Maximum temperature shall be no higher than 180 degrees.			271
33	Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)			271
34	Remove and Replace Furnace Transformer – All furnaces. (Bid per one)			379
35	Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)			281

Additional Details to Line Items Above, If Necessary				

Clackamas County Weatherization
104 1st Street
Oregon City, OR 97045
503-650-3335
weatherzation@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION – FURNACE COMPONENTS	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> • Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 			225
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.			314
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code. 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.			650
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.			315
5	Furnish & Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot) 1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.			45
6	Furnish & Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot) 1. Furnish and install single-wall flue pipe from furnace to chimney.			N/A
7	Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door) 1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air. 2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling. 3. Sizing of combustion air grills must meet local code in effect at the time the work is being performed.			198

8	Install Outside Combustion Air to Appliance. (Bid per linear foot) 1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.			55
LINE ITEM	LINE ITEM DESCRIPTION – DUCTING COMPONENTS	Bid Units	Bid Price	Total
9	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the supply ducts on each side of the home.			105
10	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.			35
11	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.			55
12	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown.			45
13	Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface. 2. New register must be white or brown.			105
14	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.			405
15	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown.			225
LINE ITEM	LINE ITEM DETAIL – EQUIPMENT EVALUATIONS	Bid Units	Bid Price	Total
16	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500. 3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. 4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.			89
17	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If minor repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for next steps. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.			89
LINE ITEM	LINE ITEM DETAIL – GAS FURNACE	Bid Units	Bid Price	Total

18	Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one) 1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed. 2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace. 3. Install a filter cabinet on cold air return side of the furnace, and provide 2 air filters, minimum MERV 6.			4295
19	Furnish & Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one) 1. The installation must meet the manufacturer's Specifications. 2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage). 3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.			3295
20	Furnish & Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book 1. The installation must meet the manufacturer's specifications, and meet local mechanical codes 2. This item shall include all material and labor necessary to install new furnace to code.			N/A
21	Furnish & Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one) 1. Install must meet manufacturer's specifications. 2. This item shall include all material and labor necessary to install new furnace to code.			232
22	Natural Gas Boiler Tune Up – (Bid per one)			N/A
23	Perform Gas Furnace Tune-up. (Bid per one)			99
LINE ITEM	LINE ITEM DETAIL – GAS RANGE/STOVE	Bid Units	Bid Price	Total
24	Perform Gas Range Stove Tune-Up. (Bid per one complete unit) 1. Clean burners 2. Perform carbon monoxide test on oven and burners. 3. Check for burner operation, flame color and flame rollout. 4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven			N/A
25	Furnish & Install Gas Range / Stove. (Bid per one) 1. Install to manufacturer's specifications			N/A
LINE ITEM	LINE ITEM DETAIL – MISCELLENEOUS	Bid Units	Bid Price	Total
26	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.			189
27	Add PVC Vent Pipe – per linear foot supply and exhaust. 1. Bid to include termination to outside and all connections. 2. Includes exhaust and supply air termination in excess of 18 inches from one another.			35
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.			562
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system) 1. Install in conjunction with existing duct system, 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A

30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid to Include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A
31	Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)			271
32	Remove and Replace Furnace Sequencer (Bid per one)			271
33	Remove and Replace Furnace Transformer (Bid per one)			379
34	Remove and Replace Furnace Fan Switch (Bid per one)			281

Additional Details to Line Items Above, If Necessary				

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Four Seasons Heating & Air Conditioning, Inc., Oregon
(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 extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Christopher Hahn Date: 5/11/2021
 Signature: [Signature] Title: President
 Email: chris@fourseasonshvac.com Telephone: 503-538-1450
 Oregon Business Registry Number: 383940-86 OR CCB # (if applicable): 97152

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: _____

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Good Energy Retrofit for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Good Energy Retrofit for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4234**

This Weatherization Services Contract (this “Contract”) is entered into between **Good Energy Retrofit LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. Automobile Liability: The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11245 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

c.

Good Energy Retrofit LLC

Christine Grube

6-13-21

Authorized Signature

Date

Christine M. Grube

Name / Title Printed

194841

CCB License Number

790523-96

Oregon Business Registry Number

DLLC/Oregon

Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.

[Signature]
County Counsel

06/29/2021



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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 (42 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFF throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 EVALUATION CRITERIA

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

****Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

**Clackamas County
2017-18 Weatherization Major Measure Contractors RFP**

Submitted by:

Good Energy Retrofit, LLC
1132 SW 57th Ave.
Portland, OR 97221
503-318-1323
kris@gerpdx.com

Closing Date & Time: May 20, 2021. 2:00pm

The information contained in this entire application constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

ATTACHMENT A: Weatherization Major Measure and Specialty Contractor Proposal

Description of Firm: Founded in 2011, Good Energy Retrofit, LLC (GER) is an Oregon COBID certified woman-owned general contracting construction company. We specialize in Home Performance with Energy Star assessments and whole home energy efficiency upgrades including insulation, windows, high efficiency heating and water heating, weatherization, and electrical installations, as well as seismic retrofits and general remodeling.

Diversity & inclusion hiring practices: Not only are we a certified woman owned firm, our staff is multi-cultural. We are proud to be an Equal Employment Opportunity and Affirmative Action employer. We do not discriminate based upon race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, status as a protected veteran, status as an individual with a disability, or other applicable legally protected characteristics.

Business's experience and expertise installing weatherization measures and/or related specialty contractor services: Our business and key individuals are expert at providing building science-based home weatherization and energy efficiency retrofits. We have completed over 1,000 BPI Home Performance Assessments and hundreds of energy efficiency retrofits on homes. We have a solid portfolio of work demonstrating our understanding of important factors such as pressure differentials, moisture movement, and ventilation needs. Kris Grube, the owner of the company, has 17 years of general construction experience and 12 years' energy efficiency and weatherization experience. Ernesto Melo, our Director of Construction Services has 21 years' weatherization installer and supervisory experience.

List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training: We have all the skills to perform the County's Work Assignments, including blower door, duct and CAZ testing, as well as pressure balancing. We are skilled working on both site-built and manufactured homes. In addition to general weatherization and insulation installation expertise, Ernesto, Emiliano and Sergio are all experienced with window and EPDM installations. Additional training and certifications for each individual are listed in the following question.

Identify key individuals that would be assigned to this project and list their credentials and experience:

Kris Grube is BPI, PTCS & Lead RRP Certified. Her company has consistently maintained a 5-star Energy Trust Rating. She has owned and operated construction businesses since 2003. Her construction career began with residential remodeling in 2003 and in 2008 she began specializing in weatherization and energy efficiency. Kris provides business administration for the company.

Ernesto Melo, our on-site lead, has built a 21-year career specialized in weatherization. In 2000, he started working as an installer and in 2004 he advanced to supervisor leading crews performing high volume insulation services. He has previously worked for firms such as All-

Weatherization, Gale, and Green Energy Solutions, serving individuals and large programs such as Clean Energy Works, Multnomah County and Clackamas County. He is highly skilled using blower doors, doing duct leakage testing and other building performance diagnostic testing. He is also skilled weatherizing manufactured homes. Ernesto is a certified EPDM installer and has his Lead RRP certificate, and he has received BPI and PTCS training.

Sergio Garcia joined GER in 2021. He comes with 5 years weatherization and insulation installation experience working at Performance Insulation. He is also skilled at duct and air sealing. He is a solid addition to our team, and we are grooming him for project management. He has his Lead RRP certification.

Emilio Mejia, will also work as an on-site lead when Ernesto is not available. He has 9 years' weatherization experience and is our lead carpenter and finishing crew member. He is skilled and experienced with air and duct sealing. He is EPDM certified and has his lead RRP.

Description of services / work done for public entities of similar size within the past five (5) years: Good Energy Retrofit has been a Clackamas County Weatherization contractor since 2018 and a Multnomah County Weatherization contractor since 2019. GER was a contractor for Enhabit (formerly Clean Energy Works) for 9 years, and they provided low-income contracting services for NAYA (The Native American Youth Alliance) and The City of Portland Housing Bureau for three years. Ernesto, while working for Green Energy Solutions, was also crew supervisor for the following Low-Income County Weatherization programs: Multnomah County projects from 2011 to 2016; Washington County from 2011 to 2012; and Clackamas County from 2015 to 2016.

Oregon CCB Number: 194841

DUNS Number: 080995153

Oregon Lead Based Paint Renovation Contractors License Number: LBPR194841

Employer Identification Number: 45-2959476

Oregon Women Owned Business (OWESB) Certification Number: 7544

REFERENCES:

Jose Flores, Lead Weatherization Inspector
Multnomah County Youth & Family Services Division
421 SW Oak St, Suite 200, Portland, OR 97204
503-988-7436
Jose.flores@multco.us

Tim Miller, CEO
Enhabit
1733 NE 7th Ave, Portland, OR 97212
503.490.3014
tim.miller@enhabit.org

Eron Riddle, Community Development Project Coordinator
NAYA Family Center
WX 2.0 Project Manager
5135 NE Columbia Blvd, Portland, OR 97218
eronriddle@gmail.com

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name: GOOD ENERGY RETROFIT

#	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	\$ 850.00	\$ 500.00	\$ 1,350.00
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	\$ 950.00	\$ 550.00	\$ 1,500.00
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	\$ 750.00	\$ 450.00	\$ 1,200.00
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	\$ 700.00	\$ 550.00	\$ 1,250.00
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less	\$ 850.00	\$ 500.00	\$ 1,350.00
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	\$ 950.00	\$ 550.00	\$ 1,500.00
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with	\$ 750.00	\$ 450.00	\$ 1,200.00
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	\$ 50.00	\$ 30.00	\$ 80.00
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	\$ 50.00	\$ 30.00	\$ 80.00
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	\$ 80.00	\$ 40.00	\$ 120.00
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	\$ 80.00	\$ 40.00	\$ 120.00
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	\$ 80.00	\$ 50.00	\$ 130.00
13	Ea.	Install new exterior metal wall hood to existing bathroom	\$ 200.00	\$ 100.00	\$ 300.00
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	\$ 230.00	\$ 120.00	\$ 350.00
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	\$ 400.00	\$ 100.00	\$ 500.00

16	Ea.	Install Humidistat timer switch with multi humidity settings	\$ 400.00	\$ 100.00	\$ 500.00
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	\$ 400.00	\$ 100.00	\$ 500.00
18	Ea.	Install pig tail for kitchen range hood	\$ 550.00	\$ 100.00	\$ 650.00
					\$ -
19	Ea.	Install New pig-tail with j-box to kitchen range hood	\$ 550.00	\$ 100.00	\$ 650.00
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	\$ 80.00	\$ 50.00	\$ 130.00
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	\$ 30.00	\$ 50.00	\$ 80.00
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to	\$ 30.00	\$ 30.00	\$ 60.00
23	Ea.	Install new metal R-49 roof vent	\$ 100.00	\$ 80.00	\$ 180.00
24	Ea.	Remove and replace existing roof vent with new metal R-49	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	\$ 50.00		\$ 50.00
26	Ea.	Undercut door (up to 2")	\$ 90.00		\$ 90.00
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	\$ 110.00	\$ 40.00	\$ 150.00
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	\$ 110.00	\$ 40.00	\$ 150.00
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	\$ 200.00	\$ 100.00	\$ 300.00
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	\$ 180.00	\$ 70.00	\$ 250.00
31	Ea.	Install inline damper to kitchen fan or range hood.	\$ 180.00	\$ 50.00	\$ 230.00
#	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hr	Lead safe Weatherization	\$ 65.00	\$ 30.00	\$ 95.00
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	\$ 400.00		\$ 400.00
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	\$ 100.00	\$ 100.00	\$ 200.00
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	\$ 40.00	\$ 12.00	\$ 52.00

3E	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	\$ 40.00	\$ 12.00	\$ 52.00
3F	Ea.	Install fresh air 80 or 100	\$ 100.00	\$ 60.00	\$ 160.00
3E	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	\$ 0.20	\$ 0.25	\$ 0.45
#	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total
3E	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	\$ 80.00	\$ 50.00	\$ 130.00
4C	Sq.Ft.	Air sealing with 2 part foam system	\$ 1.00	\$ 1.50	\$ 2.50
4J	Sq.Ft.	Sheetrock patching	\$ 15.00	\$ 8.00	\$ 23.00
4Z	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	\$ 60.00	\$ 80.00	\$ 140.00
4Z	Ea.	Seal interior plumbing penetrations when not assigned to	\$ 40.00	\$ 40.00	\$ 80.00
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	\$ 35.00	\$ 35.00	\$ 70.00
4E	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	\$ 30.00	\$ 30.00	\$ 60.00
4E	Sq.Ft.	Remove and replace existing broken IGU	\$ 18.00	\$ 42.00	\$ 60.00
4F	LF	Remove and replace glazing compound	\$ 20.00	\$ 10.00	\$ 30.00
4E	Ea.	Install door weatherstrip kit	\$ 80.00	\$ 40.00	\$ 120.00
4E	Ea.	Install new snap bead vinyl weatherstrip	\$ 80.00	\$ 30.00	\$ 110.00
5G	Ea.	Install new door threshold up to 48"	\$ 200.00	\$ 80.00	\$ 280.00
5J	Ea.	Install new door shoe up to 48"	\$ 150.00	\$ 80.00	\$ 230.00
5Z	Ea.	Install new door sweep up to 48"	\$ 40.00	\$ 50.00	\$ 90.00
5E	Ea.	Adjust existing door	\$ 100.00	\$ 50.00	\$ 150.00
5L	LF.	Block and seal knee-wall rakes	\$ 4.00	\$ 2.00	\$ 6.00
5E	LF.	Block and seal basement Rim joists	\$ 4.00	\$ 2.50	\$ 6.50
5E	LF.	Block and seal tops and bottoms of balloon framed walls	\$ 4.00	\$ 2.00	\$ 6.00
5F	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	\$ 50.00	\$ 20.00	\$ 70.00

58	Ea.	Heat producing fixtures (when not insulating attic)	\$ 20.00	\$ 20.00	\$ 40.00
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	\$ 15.00	\$ 30.00	\$ 45.00
60	Sq.Ft.	Floor patch repair and seal	\$ 40.00	\$ 30.00	\$ 70.00
61	Ea.	Replace attic access (when not insulating)	\$ 130.00	\$ 120.00	\$ 250.00
62	Ea.	Weatherstrip interior attic access (when not insulating)	\$ 30.00	\$ 30.00	\$ 60.00
63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	\$ 130.00	\$ 120.00	\$ 250.00
64	Ea.	Install thermal, air tight attic pull down enclosure	\$ 200.00	\$ 150.00	\$ 350.00
65	Ea.	Replace existing crawlspace access (when not insulating)	\$ 150.00	\$ 100.00	\$ 250.00
66	Ea.	Weatherstrip interior floor access (when not insulating)	\$ 40.00	\$ 40.00	\$ 80.00
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	\$ 80.00	\$ 80.00	\$ 160.00
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	\$ 60.00	\$ 60.00	\$ 120.00
69	Ea.	Build knee-wall access door and weatherstrip	\$ 200.00	\$ 100.00	\$ 300.00
70	Ea.	Cut in temporary access and seal upon completion	\$ 200.00	\$ 100.00	\$ 300.00
#	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	\$ 1.10	\$ 1.05	\$ 2.15
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	\$ 1.10	\$ 1.36	\$ 2.46
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	\$ 1.10	\$ 1.70	\$ 2.80
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	\$ 1.10	\$ 2.00	\$ 3.10
75	Sq.Ft.	Low clearance attic space. Labor only	\$ 0.30		\$ 0.30
76	Sq.Ft.	Floored attic areas – Labor only	\$ 0.50		\$ 0.50
77	Ea.	Cut in and install new attic access approx. 20"x30"	\$ 200.00	\$ 150.00	\$ 350.00
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	\$ 400.00	\$ 200.00	\$ 600.00
79	LF	Install 1/2" minimum plywood damming	\$ 12.00	\$ 20.00	\$ 32.00

80	LF	Install fiberglass damming	\$ 10.00	\$ 10.00	\$ 20.00
81	Ea.	Install Electrical Junction boxes to enclose flying splices	\$ 20.00	\$ 10.00	\$ 30.00
82	Sq.Ft.	Dam knob and tube wiring	\$ 20.00	\$ 10.00	\$ 30.00
83	Ea.	Install baffle to low venting	\$ 10.00	\$ 5.00	\$ 15.00
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	\$ 20.00	\$ 20.00	\$ 40.00
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	\$ 20.00	\$ 15.00	\$ 35.00
85	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	\$ 100.00	\$ 80.00	\$ 180.00
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	\$ 100.00	\$ 80.00	\$ 180.00
88	Ea.	Install extra-large gable vent 24"x30"	\$ 100.00	\$ 110.00	\$ 210.00
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	\$ 100.00	\$ 50.00	\$ 150.00
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	\$ 100.00	\$ 50.00	\$ 150.00
91	Ea.	Install roof vent R-92	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	\$ 2.50	\$ 2.00	\$ 4.50
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	\$ 1.00	\$ 0.50	\$ 1.50
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	\$ 50.00	\$ 30.00	\$ 80.00
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	\$ 20.00	\$ 30.00	\$ 50.00
95	Ea.	Rescreen existing damaged foundation vents	\$ 50.00	\$ 20.00	\$ 70.00
97	Sq.Ft.	Removal and proper disposal of existing insulation	\$ 1.20	\$ 0.10	\$ 1.30
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	\$ 0.40		\$ 0.40
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	\$ 0.50		\$ 0.50
1C0	Sq.Ft.	Install permeable air barrier	\$ 0.40	\$ 0.30	\$ 0.70
1C1	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	\$ 250.00	\$ 150.00	\$ 400.00
1C2	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	\$ 250.00	\$ 100.00	\$ 350.00

103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	\$ 250.00	\$ 100.00	\$ 350.00
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	\$ 200.00	\$ 100.00	\$ 300.00
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	\$ 1.35	\$ 1.10	\$ 2.45
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	\$ 1.25	\$ 1.45	\$ 2.70
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	\$ 1.25	\$ 1.40	\$ 2.65
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	\$ 1.25	\$ 1.50	\$ 2.75
109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	\$ 2.25	\$ 2.95	\$ 5.20
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	\$ 2.25	\$ 3.00	\$ 5.25
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4"- 2"x6"	\$ 1.20	\$ 2.20	\$ 3.40
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	\$ 1.40	\$ 4.00	\$ 5.40
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	\$ 3.00	\$ 4.50	\$ 7.50
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	\$ 3.00	\$ 4.00	\$ 7.00
Item #	Qty	MEASURE DESCRIPTION – WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	\$ 3.00	\$ 4.00	\$ 7.00
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation	\$ 1.00	\$ 1.20	\$ 2.20
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	\$ 1.10	\$ 1.50	\$ 2.60
118	Sq.Ft.	Install Tyvek/FSK or equivalent	\$ 0.40	\$ 0.40	\$ 0.80
119	Sq.Ft.	Twine only (when not insulating)	\$ 0.40	\$ 0.40	\$ 0.80
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" – 2"x6" framed cavity	\$ 2.00	\$ 2.20	\$ 4.20
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	\$ 1.40	\$ 1.73	\$ 3.13
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	\$ 1.40	\$ 2.10	\$ 3.50
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	\$ 1.40	\$ 1.60	\$ 3.00
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	\$ 1.40	\$ 1.90	\$ 3.30

125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	\$ 1.40	\$ 1.60	\$ 3 00
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	\$ 1.40	\$ 1.80	\$ 3 20
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	\$ 1.40	\$ 1.63	\$ 3 03
128	LF.	Labor only - Remove and replace shake siding	\$ 2.40		\$ 2 40
129	LF.	Labor only - Remove and replace wood siding	\$ 2.50		\$ 2 50
130	LF.	Labor only - Remove and replace vinyl siding	\$ 2.40		\$ 2 40
131	LF.	Labor only - Remove and replace aluminum/metal siding	\$ 2.50		\$ 2 50
132	LF.	Labor only - Remove and replace asphalt siding	\$ 3.50		\$ 3 50
133	LF.	Labor only - Drill wood siding that cannot be removed	\$ 3.00		\$ 3 00
134	LF.	Labor only - Drill stucco siding	\$ 3.60		\$ 3 60
135	LF.	Labor only - Drill interior walls	\$ 3.00		\$ 3 00
#	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	\$ 350.00	\$ 450.00	\$ 800.00
137	Ea.	Install new keyed alike lockset and dead bolt	\$ 130.00	\$ 70.00	\$ 200.00
138	Ea.	Install peephole	\$ 100.00	\$ 50.00	\$ 150.00
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	\$ 700.00	\$ 200.00	\$ 900.00
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	\$ 35.00	\$ 15.00	\$ 50 00
141	Both	Seal supply and return plenum in garage - when not sealing entire system	\$ 50.00	\$ 50.00	\$ 100.00
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	\$ 500.00	\$ 200.00	\$ 700.00
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	\$ 400.00	\$ 200.00	\$ 600.00
144	Ea.	Seal bare metal/connections on flex duct	\$ 35.00	\$ 20.00	\$ 55 00
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	\$ 1.70	\$ 2.00	\$ 3.70

146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	\$ 1.80	\$ 2.10	\$ 3.90
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	\$ 2.10	\$ 2.00	\$ 4.10
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	\$ 1.70	\$ 2.00	\$ 3.70
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	\$ 2.00	\$ 2.50	\$ 4.50
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	\$ 2.00	\$ 2.70	\$ 4.70
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	\$ 2.70	\$ 2.00	\$ 4.70
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	\$ 2.70	\$ 2.10	\$ 4.80
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	\$ 40.00	\$ 15.00	\$ 55.00
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	\$ 70.00	\$ 30.00	\$ 100.00
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	\$ 50.00	\$ 15.00	\$ 65.00
156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	\$ 80.00	\$ 35.00	\$ 115.00
157	Ea.	Shorten existing flex duct run	\$ 40.00	\$ 20.00	\$ 60.00
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	\$ 100.00	\$ 100.00	\$ 200.00
159	Ea.	Expose floored over register boots and install new floor register	\$ 45.00	\$ 10.00	\$ 55.00
160	Ea.	Install metal supply register	\$ 15.00	\$ 10.00	\$ 25.00

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

#	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	\$ 80.00	\$ 50.00	\$ 130.00
162	Sq.Ft.	Air sealing with 2 part foam system	\$ 1.00	\$ 1.50	\$ 2.50
163	Sq.Ft.	Sheetrock patching	\$ 15.00	\$ 8.00	\$ 23.00
164	Ea.	Seal interior plumbing penetrations when not assigned to	\$ 40.00	\$ 40.00	\$ 80.00
165	Sq.Ft.	Replace broken single pane glass	\$ 25.00	\$ 25.00	\$ 50.00

166	Sq.Ft.	Replace broken IGU	\$ 25.00	\$ 25.00	\$ 50.00
167	Ea.	Install door weatherstrip kit	\$ 85.00	\$ 60.00	\$ 145.00
168	Ea.	Install new snap bead vinyl weatherstrip	\$ 80.00	\$ 30.00	\$ 110.00
169	Ea.	Install foam weatherstrip tape	\$ 50.00	\$ 30.00	\$ 80.00
170	Ea.	Install new door threshold and door shoe	\$ 300.00	\$ 150.00	\$ 450.00
171	Ea.	Install new door sweep	\$ 60.00	\$ 50.00	\$ 110.00
172	Ea.	Adjust existing door	\$ 100.00	\$ 50.00	\$ 150.00
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	\$ 20.00	\$ 40.00	\$ 60.00
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	\$ 40.00	\$ 30.00	\$ 70.00
175	Ea.	Eliminate blend air duct from furnace	\$ 100.00	\$ 50.00	\$ 150.00
#	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	\$ 1.40	\$ 3.40	\$ 4.80
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	\$ 1.60	\$ 3.80	\$ 5.40
178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	\$ 3.50	\$ 4.70	\$ 8.20
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7" - 11" to an R-19 to R-30	\$ 3.60	\$ 4.70	\$ 8.30
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7" - 11" to an R-19 to R-30	\$ 3.70	\$ 4.80	\$ 8.50
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	\$ 3.60	\$ 4.65	\$ 8.25
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	\$ 3.65	\$ 4.80	\$ 8.45
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	\$ 1.30	\$ 2.00	\$ 3.30
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	\$ 1.30	\$ 2.20	\$ 3.50
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	\$ 1.30	\$ 2.30	\$ 3.60
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	\$ 150.00	\$ 100.00	\$ 250.00
187	Ea.	Install new R-49 to R-92 roof vent	\$ 100.00	\$ 100.00	\$ 200.00

#	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	\$ 1.60	\$ 3.60	\$ 5.20
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	\$ 1.80	\$ 3.80	\$ 5.60
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	\$ 1.60	\$ 3.60	\$ 5.20
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	\$ 1.80	\$ 3.80	\$ 5.60
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	\$ 1.80	\$ 3.80	\$ 5.60
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	\$ 1.25	\$ 1.40	\$ 2.65
194	Sq.Ft.	Install new permeable air barrier	\$ 0.40	\$ 0.30	\$ 0.70
195	Sq.Ft.	Twine to support 10" or more soft drop belly	\$ 0.90	\$ 0.10	\$ 1.00
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	\$ 10.00	\$ 10.00	\$ 20.00
197	LF.	Replace metal skirting	\$ 10.00	\$ 10.00	\$ 20.00
198	LF.	Replace wood skirting	\$ 15.00	\$ 15.00	\$ 30.00
199	Ea.	Remove existing and install new 6"x16" skirting vents	\$ 15.00	\$ 15.00	\$ 30.00
200	Ea.	Cut in and install new metal 6"x16" skirting vents	\$ 25.00	\$ 15.00	\$ 40.00
201	LF.	Extend condensate line to the outside	\$ 15.00	\$ 5.00	\$ 20.00
202	Ea.	Add new access to skirting	\$ 100.00	\$ 150.00	\$ 250.00
#	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system	\$ 550.00	\$ 200.00	\$ 750.00
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	\$ 600.00	\$ 250.00	\$ 850.00
205	Ea.	Cut in and seal plenum only	\$ 200.00	\$ 150.00	\$ 350.00
206	LF.	Duct sealing/repair branch ducts	\$ 15.00	\$ 15.00	\$ 30.00
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	\$ 15.00	\$ 19.00	\$ 34.00
208	LF.	Add new rigid metal branch duct to include; ducting, boot	\$ 25.00	\$ 25.00	\$ 50.00

209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	\$ 20.00	\$ 18.00	\$ 38.00
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	\$ 1.70	\$ 2.10	\$ 3.80
212	LF.	Install rigid foam board for support	\$ 2.00	\$ 2.00	\$ 4.00
213	Ea.	Support HVAC ducts – when no duct work called for	\$ 15.00	\$ 15.00	\$ 30.00
#	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	\$ 25.00	\$ 32.00	\$ 57.00
215	Sq.Ft.	Add safety glass to a replacement window		\$ 25.00	\$ 25.00
216	LF.	Install metal drip edge	\$ 2.00	\$ 3.80	\$ 5.30
#	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	\$ 400.00	\$ 450.00	\$ 850.00
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	\$ 400.00	\$ 500.00	\$ 900.00
219	Ea.	Install new keyed alike lockset and deadbolt	\$ 75.00	\$ 75.00	\$ 150.00
220	Ea.	Install peephole	\$ 30.00	\$ 35.00	\$ 65.00
221	Ea.	Install single lockset	\$ 50.00	\$ 50.00	\$ 100.00
#	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	\$ 150.00	\$ 100.00	\$ 250.00
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	\$ 150.00	\$ 100.00	\$ 250.00
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	\$ 35.00	\$ 45.00	\$ 80.00
225	LF.	Insulate plumbing at hot water tank with R-11– when not	\$ 5.00	\$ 5.00	\$ 10.00
226	Ea.	Repair water heater cavity door	\$ 80.00	\$ 100.00	\$ 180.00
227	Sq.Ft.	Remove existing water heater cavity door and install new	\$ 300.00	\$ 400.00	\$ 700.00
228	Ea.	Install pressure relief tube and extend to crawlspace	\$ 75.00	\$ 75.00	\$ 150.00

229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	\$ 800.00	\$ 1,100.00	\$ 1,900.00
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	\$ 900.00	\$ 1,100.00	\$ 2,000.00
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	\$ 40.00	\$ 40.00	\$ 80.00
232	Ea.	Install combustion air vent to water heater cavity floor	\$ 50.00	\$ 50.00	\$ 100.00

Client#: 168183

GOODENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Propel Insurance, Tacoma Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402. CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: patti.gradel@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCB #194841

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: *Construction Contractors Board, PO Box 14140, Salem, OR 97309-5052. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mark Davis

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 168183

GOODENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Propel Insurance, Tacoma Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402. CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: patti.gradel@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability (CPS7381220), Automobile Liability (CPS7381220), Umbrella Liability, and Workers Compensation (882883).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Weatherization Services for the Community Solutions Division.

CERTIFICATE HOLDER: Clackamas County Weatherization Health, Housing & Human Services, 104 11th ST, Oregon City, OR 97045. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mark Davis

Client#: 168183

GOODENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Patti Gradel
	PHONE (A/C, No., Ext): 800 499-0933 FAX (A/C, No.): 866 577-1326 E-MAIL ADDRESS: patti.gradel@propelinsurance.com
INSURED Good Energy Retrofit LLC 1132 SW 57th Ave Portland, OR 97221-2506	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company NAIC # 41297
	INSURER B : SAIF Corporation 36196
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/FD Ded:1,000 GEN'L AGG REGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7381220	06/10/2021	06/10/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPS7381220	06/10/2021	06/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	882883	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500.000
							E.L. DISEASE - EA EMPLOYEE \$ 500.000
							E.L. DISEASE - POLICY LIMIT \$ 500.000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clackamas County.

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road Oregon City, OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 168183

GOODENER

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Patti Gradel
	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: patti.gradel@propelinsurance.com
INSURED Good Energy Retrofit LLC 1132 SW 57th Ave Portland, OR 97221-2506	INSURER(S) AFFORDING COVERAGE
	INSURER A : Scottsdale Insurance Company NAIC # 41297
	INSURER B : SAIF Corporation 36196
	INSURER C :
	INSURER D :
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7381220	06/10/2021	06/10/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPS7381220	06/10/2021	06/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			882883	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Energy Trust of Oregon, Inc. 421 SW Oak St., Ste 300 Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Green Energy Solutions for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Green Energy Solutions for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4235**

This Weatherization Services Contract (this “Contract”) is entered into between **Green Energy Solutions, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. Automobile Liability: The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. 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.

Section 42. Further Assurances. 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 State or Federal funding requirements.

Section 43. 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.

c.

Green Energy Solutions, Inc.

Jeffrey Van Dyke 6-16-2021
Authorized Signature Date

Jeffrey Van Dyke, President
Name / Title Printed

187201
CCB License Number

604302-96
Oregon Business Registry Number

DBC/Oregon
Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.

lsy 06/29/2021

County Counsel



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Green Energy Solutions, Inc.

Representative Name and Title: Jeffrey Van Dyke, President

Signature:

Date:

Jeffrey Van Dyke

6-16-2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

**SECTION 1
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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. 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;
- iii. 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.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

- 4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 **EVALUATION CRITERIA**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 **SELECTION AND AWARD**

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Green Energy Solutions, Inc. Oregon
(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 extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Jeffrey S. Van Dyke Date: 5-17-2021
 Signature: Jeffrey S. Van Dyke Title: President
 Email: jeff@nigeen.com Telephone: 503-615-4242
 Oregon Business Registry Number: _____ OR CCB # (if applicable): 187201

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: _____

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Green Energy is Insulation Weatherization and energy home performance general contractor. We have been in the Business since 2009 and had an Insulation company 5J's Insulation from 2003 to 2008 when our economy crashed. We reinvented ourselves with Green Energy to Include Weatherization of homes and Home Energy Performance auditing. We have worked in the low income Weatherization since 2010 first with Washington County. Presently we work with Clackamas, Multnomah and Washington Counties. My Staff is very experienced in low Income Weatherization and most have been with my company for 10 years or more.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

We hire regardless of sex race or religious belief. We have several hispanics and women working for Green Energy Solutions Inc. Our pay is above industry standards and we give yearly bonuses to all employees. In the last year we gave out 2 separate bonuses Employees get paid vacation. We offer Medical and dental Insurance through Kaiser.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

We are very experienced at installing weatherization measures. My lead foreman has been with me for almost 20 years between the 2 companies mentioned above. The rest have been with me for 10-12 years. Over the years we have done multiple trainings in weatherization through certified training organizations. Over the years we have become very proficient at Low Income Weatherization for Site framed as well as Manufactured Homes. We have good Subcontractors to do any Electrical, Plumbing, HVAC, Asbestos Abatement Etc who we have been work with 10 years or more.

4. List any applicable certifications and/or trainings.

All Installers have the OSHA 10 hour Training.

Max is certified in residential diagnostic Training from the Oregon Training Institute.

Max lead safe

Renovator.

Danny lead safe

Renovator

Jeff Van Dyke PTCS Duct Sealing

Certificates

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Ramon Parra He is our lead supervisor 20 years in Insulation Weatherization, 10 years low Income weatherization

Max Parra Second lead. He does much of our testing, Lead, Diagnostic. Supervises helps Ramon

Danny Parra Speaks excellent English helps my Office in Translating questions the crew may have.

Jennifer Graham production manager coordinates jobs with Ramon

Molly Schrader Assistant to Jennifer Helps with the work orders and sending out Jobs.

Darren Schrader Assist with the onsite preliminary job site walk around. He then explains the job to the crew before they get there.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Washington County Low Income Program Weatherization (Community Action) 2010-2013 2019 to the present

Multnomah County Low Income Program Weatherization 2013 to the Present

Clackamas County Low Income Program Weatherization 2015 to the Present

Oregon CCB Number	187201
SAM.GOV Registration/DUNS Number	049774807
CCB Lead-Based Paint Renovation Contractors License Number	LBPR187201
Lead Renovation Repair and Painting Program Employee Certifications	r-r-74543-20-00976 R-I-41R018-01415
Employer Identification Number	
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Multnomah County Weatherization Jose Flores 421 SW Oak Street #200 Address: Portland, Oregon 97204 Email: jose.flores@multco.us Telephone: 503-988-7436
	One long-term client: Multnomah County Weatherization Name: Jose Flores 421 SW Oak Street #200 Address: Portland, Oregon 97204 Email: jose.flores@multco.us Telephone: 503-988-7436
	One other client: Craftsman Design and Renovation, LLC Bill Myles Name: 837 Se 27th Ave Address: Portland, Oregon 97214 Email: 503-239-6200 Telephone: bill@craftsmandesign.com

Provide other relevant information, if any.

We are in the process of additional trainings for Ramon Parra our lead Supervisor.

- 1) Lead Renovator Class
- 2) PTCS Class (Duct Sealing)
- 3) Residential Diagnostic Training

There appears to be something weird going on with my references. They keep getting changes and I have typed them in 4 times so I will put my Third reference here that I us in the past 36 months. As you can see Multnomah county is in twice. I had washington county in several times but it change back to multnomah county;

Washington County Community Action
 Randy Olsen
 1001 SW Baseline Street
 Hillsboro, Oregon 97123
 wxproject@caowash.org
 503-693-3258

Revised Pricing 6/14/21

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	600	1200
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	700	700	1400
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	600	1200
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	700	700	1400
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	650	650	1300
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	750	750	1500
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	600	600	1200
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	10	30	40
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	15	40	55
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	15	35	50
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	15	40	55
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	15	40	55
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	25	75	100
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	25	85	110
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	145	150	295
16	Ea.	Install Humidistat timer switch with multi humidity settings	145	120	265
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	125	100	225
18	Ea.	Install pig tail for kitchen range hood	100	75	175

Remove Pricing 10/11/21

19	Ea.	Install New pig-tail with j-box to kitchen range hood	125	85	210
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	50	25	75
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	15	20	35
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	25	35	60
23	Ea.	Install new metal R-49 roof vent	30	30	60
24	Ea.	Remove and replace existing roof vent with new metal R-49	25	30	55
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	50	50	100
26	Ea.	Undercut door (up to 2")	25	25	50
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	40	50	90
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	50	50	100
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	75	100	175
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	50	65	115
31	Ea.	Install inline damper to kitchen fan or range hood.	50	65	115
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	60	60	120
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	50	25	75
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	50	50	100
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	10	30	40
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	10	30	40
37	Ea.	Install fresh air 80 or 100	75	100	175
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.10	.25	.35
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	25	50	75
40	Sq.Ft.	Air sealing with 2 part foam system	.50	1.15	1.65
41	Sq.Ft.	Sheetrock patching	2	2	4
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	10	30	40
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	25	25	50
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	10	10	20
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	8	8	16
46	Sq.Ft.	Remove and replace existing broken IGU	10	10	20
47	LF	Remove and replace glazing compound	5	5	10
48	Ea.	Install door weatherstrip kit	40	45	85
49	Ea.	Install new snap bead vinyl weatherstrip	25	40	65
50	Ea.	Install new door threshold up to 48"	50	60	110
51	Ea.	Install new door shoe up to 48"	50	70	120
52	Ea.	Install new door sweep up to 48"	30	40	70
53	Ea.	Adjust existing door	75	60	135
54	LF.	Block and seal knee-wall rakes	.50	.75	1.25
55	LF.	Block and seal basement Rim joists	1.50	2.00	3.50
56	LF.	Block and seal tops and bottoms of balloon framed walls	1.25	1.50	2.75
57	Ea.	All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box	25	35	60
58	Ea.	Heat producing fixtures (when not insulating attic)	15	15	30
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	100	100	200
60	Sq.Ft.	Floor patch repair and seal	2.00	4.00	6.00
61	Ea.	Replace attic access (when not insulating)	30	30	60
62	Ea.	Weatherstrip interior attic access (when not insulating)	25	25	50

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	20	30	50
64	Ea.	Install thermal, air tight attic pull down enclosure	100	175	275
65	Ea.	Replace existing crawlspace access (when not insulating)	25	30	55
66	Ea.	Weatherstrip interior floor access (when not insulating)	20	20	40
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	20	30	50
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	30	35	65
69	Ea.	Build knee-wall access door and weatherstrip	70	80	150
70	Ea.	Cut in temporary access and seal upon completion	50	80	130
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	.25	1.50	1.75
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	.30	1.70	2.00
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	.35	1.95	2.30
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	.40	2.40	2.80
75	Sq.Ft.	Low clearance attic space. Labor only	.10		.10
76	Sq.Ft.	Floored attic areas – Labor only	.20		.20
77	Ea.	Cut in and install new attic access approx. 20"x30"	50	100	150
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	70	120	190
79	LF	Install 1/2" minimum plywood damming	4	6	10
80	LF	Install fiberglass damming	2	3	5
81	Ea.	Install Electrical Junction boxes to enclose flying splices	5	5	10
82	Sq.Ft.	Dam knob and tube wiring	2	2	4
83	Ea.	Install baffle to low venting	2	4	6
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	15	30	45
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	15	30	45

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	50	75	125
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	60	95	155
88	Ea.	Install extra-large gable vent 24"x30"	70	115	185
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	25	35	60
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	25	40	65
91	Ea.	Install roof vent R-92	30	45	75
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	.50	1.05	1.55
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	.10	.10	.20
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	20	30	50
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	25	30	55
96	Ea.	Rescreen existing damaged foundation vents	10	10	20
97	Sq.Ft.	Removal and proper disposal of existing insulation	4	1	5
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	.10		.10
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	.10		.10
100	Sq.Ft.	Install permeable air barrier	.10	.20	.30
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	70	120	190
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	50	110	160
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	65	115	180
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	50	100	150
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	.50	1.45	1.95
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	.55	2.05	2.60
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	.55	1.95	2.50
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	.55	2.05	2.60

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	.75	3.00	3.75
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	.80	3.20	4.00
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	.75	2.75	3.50
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	1.00	3.50	4.50
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	1.50	3.50	5.00
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	1.00	2.75	3.75
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	1.00	4.00	5.00
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	.20	.90	1.10
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	.25	1.25	1.50
118	Sq.Ft.	Install Tyvek/FSK or equivalent	.20	.30	.50
119	Sq.Ft.	Twine only (when not insulating)	.10	.15	.25
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	1.00	2.25	3.25
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	1.00	2.50	3.50
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	1.10	2.90	4.00
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	1.00	2.25	3.25
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	1.10	2.50	3.60
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	1.00	2.25	3.25
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	1.10	2.50	3.60
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	1.00	2.50	3.50
128	LF.	Labor only - Remove and replace shake siding	1.00		1.00
129	LF.	Labor only - Remove and replace wood siding	1.00		1.00
130	LF.	Labor only - Remove and replace vinyl siding	1.20		1.20
131	LF.	Labor only - Remove and replace aluminum/metal siding	1.40		1.40
132	LF.	Labor only - Remove and replace asphalt siding	1.60		1.60

133	LF.	Labor only - Drill wood siding that cannot be removed	.50		.50
134	LF.	Labor only - Drill stucco siding	.75		.75
135	LF.	Labor only - Drill interior walls	.60		.60
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	250	725	975
137	Ea.	Install new keyed alike lockset and dead bolt	50	80	130
133	Ea.	Install peephole	50	50	100
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	4600	500	9600
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	10	15	25
141	Both	Seal supply and return plenum in garage - when not sealing entire system	40	60	100
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	50	60	110
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	50	60	110
144	Ea.	Seal bare metal/connections on flex duct	10	30	40
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	.75	1.75	2.50
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	1.00	2.00	3.00
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	.75	1.75	2.50
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	.80	1.75	2.55
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	.75	1.75	2.50
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	.80	2.20	3.00
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	1.00	2.00	3.00
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	1.10	2.50	3.60
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	1.00	5.00	6.00
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	1.10	10.00	11.10
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	1.50	6.00	7.50

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	1.60	10	11.60
157	Ea.	Shorten existing flex duct run	10	10	20
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	20	100	120
159	Ea.	Expose floored over register boots and install new floor register	5	20	25
160	Ea.	Install metal supply register	15	30	45

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	25	50	75
162	Sq.Ft.	Air sealing with 2 part foam system	.50	1.50	2.00
163	Sq.Ft.	Sheetrock patching	1	2	3
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	10	20	30
165	Sq.Ft.	Replace broken single pane glass	7	15	22
166	Sq.Ft.	Replace broken IGU	10	25	35
167	Ea.	Install door weatherstrip kit	20	55	75
168	Ea.	Install new snap bead vinyl weatherstrip	20	45	65
169	Ea.	Install foam weatherstrip tape	15	40	55
170	Ea.	Install new door threshold and door shoe	30	45	75
171	Ea.	Install new door sweep	20	40	60
172	Ea.	Adjust existing door	50	60	110
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	100	100	200
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	2	4	6
175	Ea.	Eliminate blend air duct from furnace	50	75	125
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	.75	4.25	5.00
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	.85	5.35	6.20

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	1.50	6.30	7.80
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.50	6.80	8.30
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.50	7.90	9.40
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	1.10	6.90	8.00
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	1.10	7.55	8.65
133	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	.35	1.15	1.50
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	.35	1.25	1.60
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	.40	1.50	1.90
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	25	45	70
187	Ea.	Install new R-49 to R-92 roof vent	25	40	65
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	.75	3.80	4.55
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	.85	4.75	5.60
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.00	4.80	5.80
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.00	5.80	6.80
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.00	4.80	5.80
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	1.00	5.80	6.80
194	Sq.Ft.	Install new permeable air barrier	.15	.25	.40
195	Sq.Ft.	Twine to support 10" or more soft drop belly	.10	.15	.25
195	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	2.00	2.50	4.50
197	LF.	Replace metal skirting	5	15	20
198	LF.	Replace wood skirting	5	15	20
199	Ea.	Remove existing and install new 6"x16" skirting vents	15	30	45
200	Ea.	Cut in and install new metal 6"x16" skirting vents	20	30	50
201	LF.	Extend condensate line to the outside	1	2	3

202	Ea.	Add new access to skirting	50	100	150
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	350	450	800
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	450	500	950
205	Ea.	Cut in and seal plenum only	25	50	75
206	LF.	Duct sealing/repair branch ducts	2	6	8
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	2	8	10
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	2	6	8
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	1.50	3.00	4.50
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	50	65	115
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	.30	1.10	1.40
212	LF.	Install rigid foam board for support	1.00	1.50	2.50
213	Ea.	Support HVAC ducts – when no duct work called for	.10	.50	.60
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	10	50	60
215	Sq.Ft.	Add safety glass to a replacement window	2	6	8
216	LF.	Install metal drip edge	1	6	7
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	200	1400	1600
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	200	1600	1800
219	Ea.	Install new keyed alike lockset and deadbolt	30	70	100
220	Ea.	Install peephole	20	40	60
221	Ea.	Install single lockset	15	20	35

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	20	80	100
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	15	50	75
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	20	100	120
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	2	3	5
226	Ea.	Repair water heater cavity door	75	100	175
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	25	75	100
228	Ea.	Install pressure relief tube and extend to crawlspace	25	80	105
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	300	700	1000
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	300	700	1000
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	50	100	150
232	Ea.	Install combustion air vent to water heater cavity floor	30	35	65

July 29 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Richart Family, Inc. for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 30, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Richart Family, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4236**

This Weatherization Services Contract (this “Contract”) is entered into between **Richart Family, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

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

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

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

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

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and 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. The United States Government, the State of Oregon, and County 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.



CERTIFICATION REGARDING LOBBYING

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

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: RICHART FAMILY LLC.

Representative Name and Title:
CHRIS ROBINSON - WEATHERIZATION OPERATIONS MANAGER

Signature:

Date:

Chris Robinson

6/11/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued..... April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 20, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	15
Section 5 – Proposal Content (Including Proposal Certification).....	16
Section 6- Sample Contract.....	17

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 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 192.345(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.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 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 County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 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 County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County 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, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

- 1 County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
- 2 The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
- 3 County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
- 4 Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
- 5 Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
- 6 In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
- 8 Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to 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;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - 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;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 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 (42 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. 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;
- ii. 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.

Contractors must be registered with the Federal System for Award Management and may not be debarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 EVALUATION CRITERIA

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix I Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Richart Family Inc. was established as a licensed General Contractor in the State of Oregon in 1986 and in Washington State in 1981. Our weatherization department specializes in single and multi-family Weatherization Assistance Programs (WAP) work in Washington and Oregon. We remain fully equipped to perform all measures defined in the OECA field guide and standards. We do not distract our mission in this department by taking on new construction insulation or other types of weatherization work. This narrow focus and specialization sets us apart from other companies as we remain committed to the high standards and specialized service WAP programs require.

RFI has an electrical contracting department which was added to our business in 2003. We are licensed in Washington and Oregon. Robert Richart is our electrical administrator and his department has been serving electrical needs on weatherization projects for almost 20 years. We presently employ six electricians, a section of these are licensed Oregon Journeymen or apprentices. All of our Journeymen have performed electrical measures required within WAP contracts.

RFI also has a full service construction/remodeling department. All journey level carpenters we currently employ have years of WAP weatherization, one of them formally held BPI certification. Although most to all WAP related carpentry and repair work is performed from within our weatherization department, this additional depth and capability is available if needed.

Plumbing, HVAC, and other specialty services are provided when needed by our subcontractor partners that we have had long standing working relationships with and are familiar with our process.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

RFI is committed to equal employment opportunities for all employees regardless of race, color, citizenship status, national origin, ancestry, gender, gender identity, genetic information, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, HIV or AIDs status, or any other factor protected by local, state, or federal law. This policy applies to all parts of the employment experience, including recruitment, hiring, compensation, layoff, discharge, training, and all other terms, conditions, or privileges of employment.

Many years of hard work allow RFI to provide sustainable benefits with a hope of encouraging long term employment. Some benefits were more recently instituted and continued effort will seek expand through profit investment. Benefits currently include, medical/dental insurance for employee/family, paid holidays, paid time off, vacation pay accrual, 4% match on 401k program, and long term disability coverage.

We are committed to the development and care of our internal customers, our employees. These are the people that make our organization what it is. We seek professional growth opportunity and a career path for each willing and committed individual we have the privilege to employ. We value ethical decision making, teamwork, diversity, inclusion, integrity, and accountability. Our work family humbly takes great pride in the work we do.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

RFI has produced an average of 360 WAP weatherization residential living units per year since 2012. In the year of 2011, ARRA spiked WX production, and RFI production exceeded 1,000 living units. RFI performs all of the line items listed in the RFP on a daily basis for many agencies it serves including Clackamas County.

Our ever evolving Bookkeeping, Administrative, and Production teams have been working with WAP programs for their entire career at RFI. The processes we practice daily and the people who perform them have helped us maintain our longest term WX contract for nearly 30 years. We believe the refinement of process over time is key to the success of Contract and Work Load Management.

RFI has developed and uses a Master Scheduling process similar to that of a manufacturing plant where production metrics are continuously formulated to manage resource. Systems of interacting spreadsheets allow for organization of work under contract once project estimates align with the agency and notices to proceed are issued. Additionally, HR and hard assets are allocated in a metered fashion to produce the required work load in the time frame necessary to fulfill contract obligations.

4. List any applicable certifications and/or trainings.

- Oregon CCB License- ATTACHED
- Sam.gov/DUNS Number-ATTACHED
- CCB Lead based paint Renovation contractor's license number- ATTACHED
- Lead Renovators certifications- ATTACHED (More certification copies available upon request)
- Employer identification number- 91-1225032
- Other appropriate licenses- Will obtain proper city licenses per project

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

The following Managers, Technicians, and Bookkeeping/Administrative Project Team is designated to provide the required Professional, Technical, and Expert Services.

Contract Manager

Rick Richart

Contract Management Assistant & RFI Weatherization Operations Manager

Chris Robinson (13 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Designated Clackamas County Weatherization Project Manager

Stephen Threatt (17 years employed at RFI. BPI, Weatherization Journeyman) Stephen is the current RFI Project Manager for this program and is selected to continue if awarded.

Primary Designated Crew Members for Clackamas County Weatherization

Donny Nichols (Project Manager in training, Crew Leader, 5 years employed at RFI)
Keith Olsen (Crew Leader 6 years employed at RFI. BPI and Weatherization Journeyman)
Jesus Dominguez (Crew Leader 13 years employed at RFI. Weatherization Journeyman)
Heladio Cardenas-Gonzales (Crew Leader 5 years employed at RFI. Weatherization technician)
Garrett Sturdevant (3 years employed at RFI. Weatherization technician)
Alberto Gallegos (Crew Leader 3 years employed at RFI. Weatherization technician)
David McGraw (3 years employed at RFI. Weatherization Apprentice)
Emmett Axling (4 months employed at RFI. Weatherization Apprentice)
Alejandro Ortiz (2 months employed at RFI. Weatherization Apprentice)
Kenlee Huston (2 weeks employed at RFI. Weatherization Apprentice)
Giovanni Scarpelli (1 week employed at RFI. Weatherization Apprentice)

Bookkeeping and Administrative Team

Lulu Handy (30 years employed at RFI. Office and Bookkeeping Manager. A/R, A/P, Financial Reports, Taxes. Liaison to CPA)
Haley Richart (12 years employed at RFI. Intake, Payroll and Benefits, Safety, Misc. Administrative duties)
Missy Richart (39 years employed at RFI. Administrative Assistant)
Melissa Sitmann (3 years employed at RFI. Bookkeeping and Administrative Assistant)
Olivia Sefton (2 years employed at RFI. Bookkeeping and Administrative Apprentice)

These folks take care of job intake and set up, file maintenance, accounts receivable, customer service, agency and client care, certified payroll, Intents and affidavits, and all bookkeeping. This team is specially trained in the requirements, processes, and care specific to WAP agency weatherization work and their clients.

Additional Available Project Team Members

Frank Bourn (25 years employed at RFI, BPI –QCI, Crew Lead, Weatherization Journeyman)
Mike McMahon (11 years employed at RFI. BPI. Crew Lead, Weatherization Journeyman)
Jon Coverdale (11 years employed at RFI. BPI, Crew Lead Weatherization Journeyman)
Travis Rains (6 years employed at RFI. Weatherization Journeyman)
Craig Brundle (5 years employed at RFI. Weatherization Journeyman)
Matt Welch (3 years employed at RFI. Weatherization Apprentice)
Carlos Mendoza (2 years employed at RFI. Weatherization Apprentice)
J.D. Deherrera (5 years employed at RFI. Crew lead Weatherization technician)
Cristian Estrada (4 years employed at RFI. Crew lead Weatherization technician)
Dylan Chavez (2 years employed at RFI. Weatherization Apprentice)
Eric Luna (2 years employed at RFI. Weatherization Apprentice)

All of these additional team members are specifically trained as WAP Weatherization technicians. Some have abundant experience on Clackamas County jobs and are familiar with the Counties best practices

and process. Many work out of RFI's Vancouver location dispatching to other nearby WAP agency projects. These technicians, crew leads, and managers provide depth and reserve capacity.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Our experience in WAP/OWAP contracts include contracts for single family site built, mobile home, and multi-family weatherization work with the following agencies over our history; *Clackamas County Oregon, Clark County, Multnomah County Oregon, Lower Columbia in Longview, King County Housing Authority, City of Seattle, Opportunity Industrialization Center in Yakima, Northwest Community Action Center in Toppenish, Coastal Cap of Aberdeen WA, Oly-Cap of Port Angeles WA, Hope Source of Ellensburg WA, CAC of Whitman County WA, WAGAP, Washington Department of Commerce, CAO of Washington County Oregon, Neighbor Impact of central Oregon.* In the past twelve months we have served the agencies above listed in *italic*. Some of these are inactive at the time of this RFP. We are actively working with Nine (9) of these agencies at the time of this RFP.

Our construction/ remodeling department has been awarded projects from both Home Forward in Multnomah County and Vancouver Housing Authority. These projects were large apartment renovations mostly comprised of installing envelop systems, weatherization, interior upgrades, decks, and fencing.

Oregon CCB Number	50439
SAM.GOV Registration/DUNS Number	057679862
CCB Lead-Based Paint Renovation Contractors License Number	LBPR50439
Lead Renovation Repair and Painting Program Employee Certifications	ATTACHED
Employer Identification Number	91-1225032
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Clark County Community Development Weatherization Mike Selig-Program Coordinator mike.selig@clark.wa.gov Address: 360-397-2375 Ext 4540 1300 Franklin, Vancouver WA Email: Telephone:
	One long-term client: Clark County Community Development Weatherization Mike Selig-Program Coordinator mike.selig@clark.wa.gov Address: 360-397-2375 Ext 4540 1300 Franklin, Vancouver WA Email: Telephone:
	One other client: Opportunities Industrialization Center of Washington Joe Sanchez- Housing Director jo.s@yvoic.org Address: 509-452-2840 (Office) Email: Telephone: 1419 Hathaway, Yakima WA

Provide other relevant information, if any

One client that has engaged the firm in the past 36 months:
Coastal Community Action Program
Jim Volz- QCI Auditor
jimv@coastalcap.org
360-500-4506 (office)
117 E Third Aberdeen WA

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	598.14	391.09	989.23
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	598.14	391.09	989.23
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	598.14	443.00	1041.14
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	598.14	443.00	1041.14
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	534.09	476.17	1010.26
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	562.44	476.17	1038.61
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	534.09	361.51	895.60
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	10.63	15.32	25.95
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	10.63	15.32	25.95
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	12.40	16.38	28.78
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	12.40	16.38	28.78
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	9.45	12.84	22.29
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	56.68	76.47	133.15
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	56.68	66.49	123.07
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	139.80	82.73	222.53
15	Ea.	Install Humidistat timer switch with multi humidity settings	139.80	82.73	222.53
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	139.80	58.90	198.70
13	Ea.	Install pig tail for kitchen range hood	97.03	42.25	139.88

19	Ea.	Install New pig-tail with j-box to kitchen range hood	181.98	67.60	249.58
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	76.62	17.03	93.65
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	7.08	5.60	12.74
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure Hood is to be louvered style.	56.68	42.97	99.65
23	Ea.	Install new metal R-49 roof vent	70.85	62.11	132.96
24	Ea.	Remove and replace existing roof vent with new metal R-49	70.85	62.11	132.96
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	76.62	0.00	76.62
26	Ea.	Undercut door (up to 2")	43.88	0.00	43.88
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	56.68	51.58	108.26
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	56.68	41.37	98.05
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	113.35	128.48	241.83
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	56.68	31.25	87.93
31	Ea.	Install inline damper to kitchen fan or range hood.	56.68	31.25	87.93
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	76.62	11.79	88.41
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	102.33	0.00	102.33
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	COST + 20% ₀	COST + 20% ₀	COST + 20% ₀
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	7.08	4.67	11.78
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	7.08	8.72	15.80
37	Ea.	Install fresh air 80 or 100	85.02	104.76	189.78
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.20	.18	.38
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	76.62	17.03	93.65
40	Sq.Ft.	Air sealing with 2 part foam system	.57	2.38	2.95
41	Sq.Ft.	Sheetrock patching	28.34	5.92	34.26
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	7.02	12.05	19.07
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	18.76	8.67	27.43
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	18.06	10.18	28.24
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	18.06	10.18	28.24
46	Sq.Ft.	Remove and replace existing broken IGU	12.58	11.49	24.07
47	LF	Remove and replace glazing compound	4.04	1.70	5.80
48	Ea.	Install door weatherstrip kit	56.68	40.05	96.73
49	Ea.	Install new snap bead vinyl weatherstrip	56.68	31.11	87.79
50	Ea.	Install new door threshold up to 48"	56.68	25.92	82.60
51	Ea.	Install new door shoe up to 48"	56.68	20.11	76.79
52	Ea.	Install new door sweep up to 48"	28.34	9.39	37.73
53	Ea.	Adjust existing door	170.03	104.10	274.13
54	LF.	Block and seal knee-wall rakes	5.32	4.10	9.42
55	LF.	Block and seal basement Rim Joists	2.37	4.10	6.47
56	LF.	Block and seal tops and bottoms of balloon framed walls	1.42	2.12	3.54
57	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	28.34	21.13	49.47
58	Ea.	Heat producing fixtures (when not insulating attic)	42.51	16.85	59.36
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	95.98	47.77	143.75
60	Sq.Ft.	Floor patch repair and seal	23.66	15.70	39.36
61	Ea.	Replace attic access (when not insulating)	113.35	75.73	189.08
62	Ea.	Weatherstrip interior attic access (when not insulating)	56.68	40.15	96.83

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	113.35	75.73	189.08
64	Ea.	Install thermal, air tight attic pull down enclosure	283.40	313.01	596.41
65	Ea.	Replace existing crawlspace access (when not insulating)	113.35	85.20	198.55
66	Ea.	Weatherstrip interior floor access (when not insulating)	56.68	30.00	86.68
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	85.02	81.85	166.87
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	85.02	57.18	142.20
69	Ea.	Build knee-wall access door and weatherstrip	113.35	135.76	249.11
70	Ea.	Cut in temporary access and seal upon completion	113.35	46.58	159.93
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	.95	.81	1.76
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	.97	1.04	2.01
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	.99	1.41	2.40
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	1.01	1.86	2.87
75	Sq.Ft.	Low clearance attic space. Labor only	.23	0.00	.23
76	Sq.Ft.	Floored attic areas – Labor only	1.47	0.00	1.47
77	Ea.	Cut in and install new attic access approx. 20"x30"	141.70	110.21	251.91
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	255.05	147.95	403.00
79	LF	Install 1/2" minimum plywood damming	7.09	5.88	12.97
80	LF	Install fiberglass damming	3.54	3.09	6.63
81	Ea.	Install Electrical Junction boxes to enclose flying splices	84.34	16.90	101.24
82	Sq.Ft.	Dam knob and tube wiring	.38	1.03	1.41
83	Ea.	Install baffle to low venting	5.07	2.77	8.44
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	27.84	10.14	37.98
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	28.07	11.76	39.83

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	98.24	71.25	169.49
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	98.24	87.00	185.24
88	Ea.	Install extra-large gable vent 24"x30"	120.02	112.35	238.37
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	56.08	57.88	114.50
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	56.08	57.88	114.50
91	Ea.	Install roof vent R-92	56.08	38.19	94.87
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	2.26	.37	2.63
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	.57	.04	.61
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	42.51	27.58	70.09
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	42.51	27.58	70.09
95	Ea.	Rescreen existing damaged foundation vents	45.39	10.14	55.53
97	Sq.Ft.	Removal and proper disposal of existing insulation	.52	0.00	.52
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	.17	0.00	.17
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	.22	0.00	2.22
100	Sq.Ft.	Install permeable air barrier	.57	.35	.92
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	170.03	67.67	237.70
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	141.70	58.77	200.47
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	170.03	95.97	266.00
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	141.70	95.97	237.67
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	1.33	1.00	2.33
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	1.33	1.65	2.98
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	1.33	1.58	2.91
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	1.33	1.73	3.06

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	2.39	2.53	4.92
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	2.39	3.15	5.54
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	2.25	2.63	4.88
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	2.70	3.88	6.58
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	6.29	5.20	11.49
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	4.98	4.50	9.48
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	2.84	3.64	6.48
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	1.21	1.18	2.39
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	1.21	2.06	3.27
118	Sq.Ft.	Install Tyvek/FSK or equivalent	.57	.36	.93
119	Sq.Ft.	Twine only (when not insulating)	.45	.04	.49
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	.91	1.71	2.62
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	.91	.99	1.90
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	1.12	1.32	2.44
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	.91	.99	1.90
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	.91	1.32	2.44
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	.91	.99	1.90
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	.91	1.32	2.44
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	.91	.99	1.90
128	LF.	Labor only - Remove and replace shake siding	3.65	0.00	3.65
129	LF.	Labor only - Remove and replace wood siding	4.54	0.00	4.54
130	LF.	Labor only - Remove and replace vinyl siding	3.65	0.00	3.65
131	LF.	Labor only - Remove and replace aluminum/metal siding	4.54	0.00	4.54
132	LF.	Labor only - Remove and replace asphalt siding	6.80	0.00	6.80

133	LF.	Labor only - Drill wood siding that cannot be removed	3.65	0.00	3.65
134	LF.	Labor only - Drill stucco siding	6.80	0.00	6.80
135	LF.	Labor only - Drill interior walls	4.54	0.00	4.54
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and install new 6 panel min R-7 door dual bored	283.40	501.76	785.16
137	Ea.	Install new keyed alike lockset and dead bolt	33.14	25.35	58.49
138	Ea.	Install peephole	14.17	21.97	36.14
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	453.43	91.92	545.35
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	14.17	3.42	17.59
141	Both	Seal supply and return plenum in garage - when not sealing entire system	28.34	15.00	43.34
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	14.17	15.00	29.17
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	14.17	15.00	29.17
144	Ea.	Seal bare metal/connections on flex duct	9.46	5.23	14.69
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	2.15	1.53	3.68
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	2.15	2.10	4.25
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	2.15	1.53	3.68
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	2.15	1.53	3.68
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	2.84	1.53	4.37
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	2.84	2.10	4.94
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	2.84	1.53	4.37
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	2.84	2.10	4.94
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	7.09	12.22	19.31
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	7.09	15.30	22.39
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	8.86	12.22	21.08

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	8.80	15.30	24.10
157	Ea.	Shorten existing flex duct run	42.51	0.00	42.51
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	85.02	109.85	194.87
159	Ea.	Expose floored over register boots and install new floor register	84.18	20.28	104.46
160	Ea.	Install metal supply register	19.76	16.17	35.93

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	76.62	17.03	93.65
162	Sq.Ft.	Air sealing with 2 part foam system	.57	2.38	2.95
163	Sq.Ft.	Sheetrock patching	28.34	5.92	34.26
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	18.47	8.96	27.43
165	Sq.Ft.	Replace broken single pane glass	18.06	10.18	28.24
166	Sq.Ft.	Replace broken IGU	12.58	11.49	24.07
167	Ea.	Install door weatherstrip kit	56.68	40.05	96.73
168	Ea.	Install new snap bead vinyl weatherstrip	56.68	31.11	87.79
169	Ea.	Install foam weatherstrip tape	56.68	21.97	78.65
170	Ea.	Install new door threshold and door shoe	99.18	33.80	133.01
171	Ea.	Install new door sweep	28.34	9.39	37.73
172	Ea.	Adjust existing door	170.03	104.10	274.13
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	95.98	47.77	143.75
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	23.60	15.70	39.30
175	Ea.	Eliminate blend air duct from furnace	28.34	0.00	28.34
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.51	2.90	4.41
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.63	3.64	5.27

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	1.81	5.40	7.21
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.81	5.89	7.70
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to R-19 to R-30	1.81	6.48	8.29
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	1.57	4.38	5.95
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	1.57	4.87	6.44
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	1.97	1.97	3.94
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	1.97	2.58	4.55
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	1.97	3.32	5.29
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	56.68	57.88	114.56
187	Ea.	Install new R-49 to R-92 roof vent	56.68	57.88	114.56
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	1.70	2.24	3.94
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	1.70	2.55	4.25
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.70	2.24	3.94
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.70	2.55	4.25
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.70	2.91	4.61
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	1.33	1.58	2.91
194	Sq.Ft.	Install new permeable air barrier	.76	.30	1.06
195	Sq.Ft.	Twine to support 10" or more soft drop belly	.34	.19	.53
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	1.13	.35	1.48
197	LF.	Replace metal skirting	7.09	7.36	14.45
198	LF.	Replace wood skirting	7.09	9.47	16.56
199	Ea.	Remove existing and install new 6"x16" skirting vents	42.51	18.86	61.37
200	Ea.	Cut in and install new metal 6"x16" skirting vents	56.14	18.86	75.00
201	LF.	Extend condensate line to the outside	9.45	3.26	12.71

202	Ea.	Add new access to skirting	56.08	25.04	82.32
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	220.72	92.97	319.09
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	390.75	133.24	529.99
205	Ea.	Cut in and seal plenum only	56.08	35.50	92.18
206	LF.	Duct sealing/repair branch ducts	9.45	2.61	12.06
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	18.80	12.97	31.77
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	11.80	12.27	24.07
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	5.49	7.34	12.83
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	85.02	109.85	194.87
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	2.15	1.53	3.68
212	LF.	Install rigid foam board for support	2.35	1.74	4.09
213	Ea.	Support HVAC ducts – when no duct work called for	13.54	1.01	14.55
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	17.00	23.80	40.80
215	Sq.Ft.	Add safety glass to a replacement window	0.00	1.98	1.98
216	LF.	Install metal drip edge	7.09	2.54	9.63
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	314.00	603.96	918.02
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	314.00	530.91	845.57
219	Ea.	Install new keyed alike lockset and deadbolt	33.14	33.80	66.94
220	Ea.	Install peephole	14.09	21.91	36.00
221	Ea.	Install single lockset	28.34	25.35	53.69

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	70.50	59.14	129.64
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	95.02	203.64	358.66
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	85.02	104.64	189.66
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	3.54	.64	4.18
226	Ea.	Repair water heater cavity door	85.02	104.64	189.66
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	11.92	28.93	40.85
228	Ea.	Install pressure relief tube and extend to crawlspace	85.02	39.21	124.33
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	Cost + 2190	Cost + 2190	Cost + 2190
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	Cost + 2190	Cost + 2090	Cost + 2190
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	50.68	22.65	79.33
232	Ea.	Install combustion air vent to water heater cavity floor	85.02	104.76	189.78

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: RICHART FAMILY INC. (WASHINGTON)
(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 extent economically feasible in the performance of the contract work set forth in this RFP.

Name: CHRIS ROBINSON Date: 5/20/2021
 Signature: Chris Robin Title: WEATHERIZATION OPS. MANAGER
 Email: chrisr@richartbuilders.com Telephone: 360-574-5859
 Oregon Business Registry Number: 50439 OR CCB # (if applicable): "50439"

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: WASHINGTON

- ⚠️ ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. [Learn more.](#)
- ⚠️ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit [SBA](#) to stay informed.
- ⚠️ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on [Interact.](#)
- ⚠️ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit [SBA](#).

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Rpts & Certs](#)
 - ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

Entity Overview
 DUNS: 057679862
 Name: Richart Family, Inc.
 Doing Business As: Richart Builders and Remodelers
 Business Type: Business or Organization
 Last Updated By: Lupe Handy
 Registration Status: Active
 Activation Date: 05/10/2021
 Expiration Date: 05/07/2022

Entity Overview

Entity Registration Summary

DUNS: 057679862
Name: Richart Family, Inc.
Doing Business As: Richart Builders and Remodelers
Business Type: Business or Organization
Last Updated By: Lupe Handy
Registration Status: Active
Activation Date: 05/10/2021
Expiration Date: 05/07/2022

Exclusion Summary

Active Exclusion Records? No



STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE

LICENSE NUMBER: LBPR50439

This document certifies that:

RICHART FAMILY INC
14600 NE 20TH AVE
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:

LBPR LICENSE NO.: LBPR50439
EXPIRATION DATE: 02/26/2022

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 50439

This document certifies that:

RICHART FAMILY INC
14600 NE 20TH AVE
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

Business Names:

RICHART BUILDERS REMODELERS / RICHART
WEATHERIZATION

License Details:

EXPIRATION DATE: 11/14/2022
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: GARY RICKY RICHART
HOME INSPECTOR CERTIFIED: NO



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protechtrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Chris Robinson

7304 NE 64TH CT. Vancouver, WA 98661

Certification Number: **R-R3-9039WA-19-00023**

Course Completion Date: **12/03/2019**

Expiration Date: **12/03/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98504
Email: info@protechtrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Michael McMahan

14600 Ne 20th Ave Vancouver, WA 98686

Certification Number: **R-R3-9039WA-19-00024**

Course Completion Date: **12/04/2019**

Expiration Date: **12/04/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protecttrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Jonathan Coverdale

14600 ne 20th Ave Vancouver, WA 98686

Certification Number: **R-R3-9039WA-19-00022**

Course Completion Date: **12/03/2019**

Expiration Date: **12/03/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protechttrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Stephen Threatt

14600 NE 20th Ave Vancouver, WA 98686

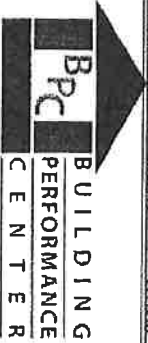
Certification Number: R-R3-9039WA-19-00025

Course Completion Date: 12/04/2019

Expiration Date: 12/04/2022



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



a department of **opportunity**
council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion

Department of Commerce

Lead-Safe Renovation, Repair & Painting Initial – English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Garrett Sturdevant

2808 E. 24th St., Vancouver, WA 98661

Certificate Number: R-1-9030WA-19-01174

Course Date: April 18, 2019

Examination Date: April 18, 2019

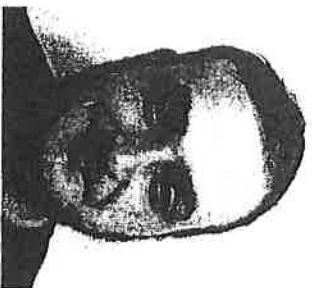
Expiration Date: April 18, 2024

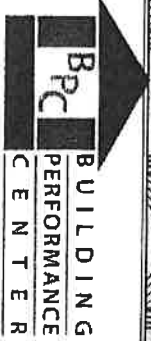
Chris Clay
Chris Clay, Instructor

4-22-19
Date

Ross Quigley
Ross Quigley, Training Director

4-22-19
Date





a department of: **opportunities**
COUNCIL

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
Department of Commerce
Lead-Safe Renovation, Repair & Painting Initial – English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

David McGraw

9410 NW 17th Ave., Vancouver, WA 98665
Certificate Number: R-I-9030WA-19-01172

Course Date: April 18, 2019
Examination Date: April 18, 2019
Expiration Date: April 18, 2024

Chris Clay
Chris Clay, Instructor

Ross Quigley
Ross Quigley, Training Director

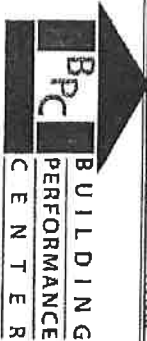
4-22-19

Date

4-22-19

Date





a department of opportunity
council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
Department of Commerce
Lead-Safe Renovation, Repair & Painting Initial – English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Alberto Gallegos

8917 NE 15th Ave. Apt. B15, Vancouver, WA 98665
Certificate Number: R-I-9030WA-19-01168

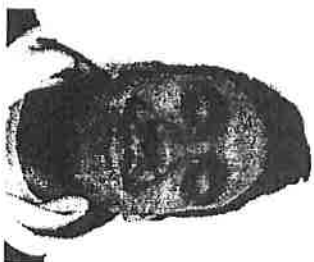
Course Date: April 18, 2019
Examination Date: April 18, 2019
Expiration Date: April 18, 2024

Chris Clay
Chris Clay, Instructor

Ross Quigley
Ross Quigley, Training Director

4-22-19
Date

4-22-19
Date



ACCREDITED RRP NW
GLEN R. HAYDEN CONSTRUCTION

CERTIFIED RENOVATOR

R-1-41R002-18-00528

Jara Dominguez

39100 NW Pacific Hwy
Woodland WA 98674

Renovator Initial English

Class date: 1/26/2018

Expiration date: 1/26/2023



This certifies that

Cert # R-1-9032WA-21-031906

Heladio Cardenas Gonzalez

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.226 & WAC 365-230

Instructor Signature _____


Aaron Wright

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-19-2021

Expiration Date 3-19-2026

 Integrity safety services



This certifies that

Cert # R-1-9032WA-21-031904

Donnie Nichols

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.226 & WAC 365-230

Instructor Signature

Aaron Wright

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-18-2021

Expiration Date 3-19-2026

Integrity safety services



This certifies that

Cert # R-1-9032WA-21-032601

Keith Olsen
has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature *Aaron Wright*

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date: 3-26-2021

Expiration Date: 3-26-2026

Integrity safety services




This certifies that
Cem # R-I-9032WA-21-032602
Emmett Axling
has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230
Instructor Signature _____
Instructor: Aaron Wright
Course Date: 3-26-2021
Examination Date 3-26-2021
Expiration Date 3-26-2026



Integrity safety services

This certifies that **Casey Richart** Cert # R-I-9032WA-21-032606

has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230

Instructor Signature _____ 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 integrity safety services



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protechtrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Robert Feaser

24402 ne 53 st Vancouver , WA 98682

Certification Number: **R-R3-9039WA-20-00133**



Course Completion Date: **06/26/2020**

Expiration Date: **06/26/2023**

Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



LEAD
CLASSES.COM

10350 N Vancouver Way, 1021
Portland OR 97217
Info@LeadClasses.com

EPA HUD & STATE RRP LEAD PAINT CERTIFICATION

1-888-840-8388

Certificate of Attendance and Successful Completion Renovator Initial - English

Issued per OAC 333-070 and 40 CFR Part 745.225

Gregory T Bates

9208 NE Highway 99 # 107-411

Vancouver, WA 98665-8986

Certificate # R-1-41R036-20-00484

Course Date: 12/03/2020
Exam Date: 12/03/2020
Expiration Date: 12/03/2025

12/03/2020

Steven Hoff
Crosswall Training / LeadClasses.com

Date



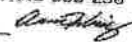
This certifies that Cert # R-I-9032WA-21-032605

Noah Richart

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature 


Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026

 Integrity safety services

This certifies that Cert # R-I-9032WA-21-032603
Cody Meck
has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230
Instructor Signature 
Instructor: Aaron Wright
Course Date: 3-26-2021
Examination Date 3-26-2021
Expiration Date 3-26-2026



 Integrity safety services


This certifies that Cert # R-I-9032WA-21-032604

Tyler Vea

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 Integrity safety services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is an Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.
2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Portland Street Systems Management

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus[®]
BUSINESS AUTO XC+[®]
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

