



September 13, 2022

REQUEST FOR PROPOSALS

for

Highway 99 Emergency Shelter Operations and Services

CLOSING DEADLINE: September 22, 2022 by 3:30 p.m. (PACIFIC TIME)
PLACE: City of Cottage Grove
City Hall
400 E. Main Street
Cottage Grove, OR 97222

SCHEDULE

REQUEST FOR PROPOSAL ADVERTISED.....	September 13, 2022
LAST DATE FOR SOLICITATION PROTEST.....	September 19, 2022
PROPOSALS DEADLINE.....	September 22, 2022
PROPOSAL OPENING.....	September 22, 2022
NOTICE OF INTENT TO AWARD.....	September 23, 2022
LAST DATE TO PROTEST AWARD.....	September 30, 2022
CONTRACT AWARD.....	September 26, 2022

ADVERTISEMENT
REQUEST FOR PROPOSALS

Pursuant to ORS 279B.060 and City Public Contracting Rule (City Rule) 137-047-0260, governing formal competitive procurements, City of Cottage Grove (City) will receive sealed proposals until no later than 3:30 p.m. on September 22, 2022, at Cottage Grove City Hall, 400 E. Main Street, Cottage Grove, OR 97424 to provide:

Highway 99 Emergency Shelter Operations and Services

No proposals will be received or considered after this time.

Sealed proposals clearly marked “Highway 99 Emergency Shelter Operations and Services” shall be sent to Richard Meyers, City Manager, Cottage Grove City Hall at the above address. Proposal opening is scheduled to immediately follow closing at City Hall at the address above. No prequalification for Proposers is required.

The RFP is available at the City Hall at the address above now through closing. To request a copy of the RFP, including contract terms, conditions and specifications, go to www.cottagegroveor.gov/rfps or contact Richard Meyers by phone (541) 942-5501, at the City Hall address above, or by email at citymanager@cottagegrove.org.

Dated this 13th day of September, 2022.

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SECTION 1
INTRODUCTION

A. Introduction.

The City of Cottage Grove (City) is seeking proposals from providers to provide temporary emergency shelter operations and services for up to 40 Cottage Grove community members experiencing literal homelessness, as part of City's overall homelessness response strategy. The transitional, low-barrier emergency shelter is located at 2205 Highway 99 in Cottage Grove, Oregon, and will be operational 24 hours/7days per week. Emergency shelter facilities must meet any Oregon Health Authority (OHA) rules and requirements for emergency shelters around safety, sanitation, and privacy.

The minimum expectations for Operations and Services are outlined in this Request for Proposals.

B. Background.

The City purchased the building and associated land located at 2205 Highway 99, Cottage Grove, Oregon, in September, 2019 (Highway 99 Site). The Highway 99 Site consists of a 1,380 square foot, single story building located on .59 acres of land. The building is being renovated to include restrooms, showers, kitchen, administrative office, counseling and training spaces. The property has room for over 33 pallet shelters.

C. Contract Requirements.

The Contractor must operate the program independently and not as an agent of the City. Proposals will be accepted from a consortium of agencies. Only one proposal per Proposal consortium is allowed.

All furnishings, equipment and materials purchased with funds from this contract will belong to the City, and shall be returned to the City at the end of the contract, in as good condition as received, reasonable wear and tear excepted.

SECTION 2

SCOPE OF WORK

This RFP seeks to secure a Provider to provide both Operations and Supportive Services. The minimum expectations for Operations and Services are Outlined below:

2.1 HIGHWAY 99 SITE OPERATIONS

- Day-to-day operations of transitional, low-barrier emergency shelter for up to 40 Cottage Grove community members experiencing homelessness using the Highway 99 Site, with access 24 hours/7days per week.
- Operations staffing including day, swing, and night staff, security, maintenance, etc., as needed to meet the scope of work.
- Maintain facility in accordance with any OHA habitability standards for emergency shelter.
- Maintain facility in accordance with CDC guidance for congregate settings and comply with general COVID safety protocols.
- Provide general upkeep of the facility including regular cleaning, minor repair and maintenance, etc.
- Provide accommodation for pets, partners, and possessions in the operations and service model.
- Provide access to essential services which meet basic needs including, but not limited to: restroom and showers, laundry, meals, hygiene supplies, transportation assistance, mail service, ID/documentation, and storage.
- Develop policies and procedures (i.e. operations manual) for general operations of the facility.
- Operator/Service Provider will be expected to comply with all scheduled and non-scheduled inspections, as well as complete scheduled maintenance.
- No other structures other than the Pallet Shelters, existing permanent structures and shower trailer will be allowed on the property.

2.2 ELIGIBILITY AND TARGET POPULATIONS

- Cottage Grove adult community members experiencing homelessness, as documented by Wellsky with preference to those community members:
 - 65 years or over; or
 - With Medical/health needs; or
 - Veterans

All participants must be determined to be homeless under Categories 1 or 4 according to HUD's Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578).

Literally homeless (Category 1) is defined as:

"(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
- (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters,

transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.”

Fleeing Domestic Violence (Category 4) is defined as:

“Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.”

See 24 CFR parts 91, 576 and 578 for a full explanation of Categories 1 and 4.

2.3 SERVICES

- Supportive Services staffing to support up to 40 individuals including program management, case manager/housing navigator, and peer support positions, etc., as needed to meet the scope of work.
- Conduct problem-solving conversations and/or coordinate with diversion/rapid resolution services to connect the household to other suitable options outside of the homeless service system.
- Staff are expected to work with each individual to develop an individualized housing stability plan that outlines action steps that will be taken to achieve housing stability. Individuals are expected to transition to permanent housing options in less than 120 days whenever possible, however there is no specific limitation on length of stay. See detail in Length of Stay, below.
- Staff are expected to work with each individual to develop a health stability plan, in collaboration with healthcare providers and other entities, as appropriate.
- General client support services including:
 - Case management: Each household should be assigned a case manager who will work with the household on identified goals related to housing and income. A plan should be identified in collaboration with program participants. Goals should be achieved in coordination with the participant, and with active case management engagement, to the extent possible, ensuring that barriers and effective problem-solving methods are identified.
 - Housing Stabilization Services: Each household should be assisted in locating and applying for permanent housing, through use of in-house resources or in collaboration with community-based services.
 - Transition Planning: Staff is required to develop a transition plan with each participant. Individuals not exiting to permanent housing should be provided with information and referrals to other resources, along with a warm-handoff as appropriate.
- Provide either directly or facilitate through referral and warm hand-off:
 - Connection to Senior & Disability Services, medical respite, caregiver support, nursing facilities, as appropriate.
 - Connection to mainstream benefits such as SNAP, WIC, TANF, OHP, Veterans services, primary healthcare, etc.
 - Connect individuals and households to other services and community supports such as substance use treatment; mental, physical, or behavioral health services; employment or education; legal services; credit repair and renter education services; etc., as needed.

- SOAR certified staff to begin/continue application for SSI/SSDI as appropriate.
- Additional services that may be provided as needed include:
 - Transportation assistance to appointments for housing or healthcare
 - Assistance with obtaining documentation such as IDs, birth certificates, etc.
- Conduct 6 and 12 month follow ups for all individuals exiting to a permanent housing destination.

2.4 LENGTH OF STAY

Individuals are expected to transition to permanent housing options as quickly as possible, with a goal of less than 120 days whenever possible, however there is no specific limitation on length of stay. Extensions should be assessed by the service provider and can be provided on an on-going basis for program participants actively working toward their housing goals. Permanent or long-term stays are not permitted.

The City understands that housing options may be limited, but still would like to emphasize that the goal of the emergency shelter outlined in this RFP is to move individuals to more permanent options as quickly as possible. The Service Provider should be prepared to explore all potential options with each individual including, but not limited to, permanent supportive housing or rapid re-housing, nursing home care, family/friends for permanent stay, housing vouchers or Section 8, affordable housing, etc.

2.5 HOMELESS MANAGEMENT INFORMATION SYSTEM

The project must participate in the Homeless Management Information System (HMIS) managed by Lane County. Participation is defined as entering all required data into the MIS in alignment with the local system policies and procedures. Service Provider must complete realtime, direct data collection and entry into Wellsky for Emergency Shelter program Entry or Exit, and must complete timely data entry in Wellsky (within 72 hours) for ongoing Service Provision and Updates.

2.6 LOW BARRIER AND HOUSING FOCUSED

This project will be required to follow a low-barrier and housing focused approach. The Service Provider must make all efforts to screen individuals *into* the project based on the eligibility criteria and will make all reasonable efforts to connect individuals to more permanent housing options. Service provider may not deny entry to the project based on any of the following criteria:

- Current or past substance use (**note: participants may not use or possess substances on the premises**)
- Presence of mental health disorders or issues, disabilities, or other psychosocial challenges, including non-compliance with taking prescribed or recommended medication
- Criminal background or history, unless a participant poses an imminent threat to themselves, staff, or others
- Previous program participation or experience, including previous bans from services
- Lack of identification documentation
- Lack of income or employment
- Refusal to participate in treatment or services
- Any other criteria thought to predict challenges/barriers to long-term housing stability or generally considered “difficult to serve.”

Further, the Service Provider will be prohibited from conducting drug or alcohol testing/screening, criminal background checks or making inquiries to verify that a participant is not currently using substances or alcohol *for the purposes of determining initial or ongoing eligibility* for participation in the project.

The Service Provider must provide accommodations for pets, partners, and possessions to the greatest extent possible.

2.7 CORE VALUES AND STANDARDS

This project will follow program standards as defined below.

1. The project will focus on quickly moving people experiencing homelessness into permanent housing and connecting them with the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the acquisition of housing, income, health resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.
2. The project does not require persons to prove “housing readiness.” There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Stable housing is of critical importance for participants’ health, education, employment, and other related quality of life determinants. The basic underlying principle of program standards is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all Coordinated Entry system components, outreach included, reflect a low-barrier philosophy.
3. All contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person’s continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person’s inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.
4. The project must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service

delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

2.8 EQUITY FRAMEWORK

All programs must incorporate an equity framework in development of program design, provision, and evaluation. Many services, programs, and policies systematically discriminate against people with diverse racial, ethnic, and gender inequities. An equity framework aims to address those disparities and achieve fairness for all.

2.9 PERFORMANCE OUTCOMES AND REPORTING

All performance outcomes will be based on data entered into the HMIS (Wellsky). Service Provider will be expected to report on outcome progress no less than quarterly including, but not limited to, the total participants enrolled in the program, demographic information of program participants, Exit destination, length of stay, and other measures of housing stability.

At minimum, performance outcomes will include:

- At least 25% of participants will exit to permanent housing
- At least 70% of those exiting to a permanent destination will remain permanently housed at 6 and 12 month follow up

In addition to program-level outcomes noted above, City will also review system-level outcomes such as:

- Reduction of overall number of people experiencing homelessness
- Reduction of length of time homeless
- Increased placement in and exit to permanent housing
- Utilization rates

2.10 TRAINING

All staff must be trained and must have a level of expertise that is sufficient in working with highly vulnerable populations. At minimum, the following training is required for direct support workers:

- Housing First Principles
- Trauma-informed care
- Conflict resolution, mediation, and problem solving
- De-escalation techniques, mental health first aid
- Motivational interviewing, harm reduction, and related topics
- Diversity and Equity (various topics)
- Coordinated Entry policies and procedures
- Working with victims of Domestic Violence
- COVID-19 Safety Protocols

2.11 COLLABORATION AND COORDINATION

Service Provider will be expected to work in collaboration and partnership with the City, as well as the broader system of homeless services and Continuum of Care (CoC). Requirements for the project may change or be adjusted as we work to improve the overall homeless service system, and as guidance may continue to change regarding the coronavirus pandemic. The Service Provider will be expected to provide some level of flexibility as this project develops.

Additionally, the Service Provider should be prepared to coordinate with outside service partners for any services not provided on-site or through in-house resources that participants may need in order to obtain housing stability. For example, Service Provider may need to coordinate with substance use, mental or behavioral health, employment, or disability services, among others.

At minimum, the Service Provider will be required to participate in collaboration efforts in the following areas:

- Coordination with the broader shelter system as needed.
- Partnership with various healthcare providers to conduct shared medical/health and housing navigation.
- Partnership with Senior and Disability Services, assigned caregivers, and with Social Security Administration for Disability Benefits Assistance (SSI/SSDI), as appropriate.
- Partner with local community service organizations, including but not limited to: Community Sharing, South Lane Mental Health, South Lane Wheels, local religious organizations, Looking Glass.

2.12 TIMELINE

Basic preparations are expected to be complete in September 2022. Program start is expected by October 3 or 10, 2022, to run through June 30, 2024. Renovations to install the ADA showers/restrooms should be completed by the end of November. During the renovations the City's Shower/restroom trailer will be scheduled to be onsite.

2.13 FUNDING

Approximately \$200,000 is available (from City funds) for the first year (October 3 - 10, 2022 – June 30, 2023) of the program including operations, services, one-time start-up costs, and administration. The Service Provider will assist the City in finding additional funds for operations in future years.

2.14 CITY FURNISHED PROPERTY

The City will provide the improved site at 2205 HWY 99. The site will be fenced and will include 33 installed Pallet Shelters, connected to electricity (3-100sqft models and 30-64sqft models all shelters with heat, mattresses, chairs, 15 - 64sqft shelters have Air Conditioning), a building (formerly a 1,308sqft single family residence) with a laundry room with washer and dryer, 3 rooms/bedrooms, residential kitchen with stove and refrigerator, staff restroom with shower, living/dining area, 3-ADA Shower/restrooms (when complete - mobile shower trailer with 2 shower/restrooms will be onsite during renovation); utilities (water, sewer and electricity and garbage service) will be provided. One port-a-potty and handwash station located near shelters. A security camera system will be installed on the property. City will provide major repairs and maintenance.

2.15 FACILITY REQUIREMENTS

Habitability Standards

At minimum, the shelter beds must meet any OHA rules and requirements for emergency shelter around safety, sanitation, and privacy (24 CFR § 576.403).

Number of Beds and Location

This RFP seeks to secure an operator and service provider for a maximum of 33 emergency Pallet Shelters (up to 40 individuals) utilizing the Highway 99 Site. Other locations will not be considered under this RFP.

2.16 PERIOD OF PERFORMANCE

The term of the contract arising from this RFP will be October 3 -10, 2022, through June 30, 2024. The contract may be renewed through June 30, 2026, based on revenue availability, contractor performance and/or need. Contracts arising from this RFP are subject to funding and all identified funding sources are subject to change based on funding source allocations.

2.17 INSURANCE

Proposers must carry and provide proof of insurance as required by the Billing and Collection Service Contract, Section 13, Attachment B.

SECTION 3

INSTRUCTIONS TO PROPOSERS

3.1 GENERAL

Proposers shall carefully study and conform to these "Instructions to Proposers" so that proposals are regular, complete and acceptable.

3.2 PRE-PROPOSAL MEETING

No mandatory pre-proposal meeting or site visit will be held. Contact contact Richard Meyers by phone (541) 942-5501, at the City Hall address, or by email at citymanager@cottagegrove.org to arrange a site visit if desired.

3.3 PROPOSALS

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

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals shall be signed in ink in the blank spaces provided herein (Attachment A). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the Proposer.

3.4 SUBMISSION OF PROPOSALS:

Four (4) copies of proposals must be submitted (one marked as original) in sealed envelopes marked "CONFIDENTIAL: HIGHWAY 99 EMERGENCY SHELTER OPERATIONS AND SERVICES RFP" bearing on the outside the name and address of the Proposer and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Richard Meyers, City Manager, Cottage Grove City Hall, 400 E. Main Street, Cottage Grove, OR 97424.

Faxed or electronically delivered proposals shall be rejected as non-responsive.

3.5 RECEIPT AND OPENING OF PROPOSALS:

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

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

3.6 WITHDRAWAL OF PROPOSALS

Any proposals may be withdrawn prior to opening, pursuant to City Rule 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal.

3.7 MODIFICATION

Any Proposer may modify its proposal per City Rule 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

3.8 ACCEPTANCE OR REJECTION OF PROPOSALS

Any evidence of collusion between Proposers may constitute a cause for rejection of any proposals so affected. In the award of the contract, the City Council will award the contract to the Proposer whose proposal will best serve the City's interests. The City reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

3.9 ADDENDA AND CLARIFICATIONS

Statements by City staff or its representatives are not binding on City, unless confirmed by written addendum. Addenda will issue and Proposers shall receive addenda per City Rule 137-047-0430 and as follows: City will not mail notice of addenda, but will publish notice of any addenda on City's website. Addenda may be downloaded off City's website. Proposers should frequently check the City's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of closing).

Requests for clarifications shall be submitted in writing and addressed to Richard Meyers, City Manager, in the same manner as solicitation protests per City Rule 137-047-0730. To be given consideration, such requests must be received at least **FIVE (5)** days prior to the date set for the opening of proposals. Any and all such clarifications will be posted with addenda on the City's website, as above. Failure of any Proposer to receive any such addenda or clarifications shall not relieve such Proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents as if bound herein.

3.10 NONDISCRIMINATION

Submittal of a proposal in response to this RFP evidences Proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, Proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

3.11 FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of

such recipient from the mailing list for the type of supplies or services covered by the solicitation.

3.12 PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions. City is not liable for costs associated of preparation of proposals in response to this RFP.

3.13 SOLICITATION PROTESTS

Proposers may protest the procurement process or provisions of this RFP pursuant to City Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest: Highway 99 Emergency Shelter Operations and Services RFP" and addressed to:

Richard Meyers, City Manager
Cottage Grove City Hall
400 E. Main Street
Cottage Grove, OR 97424

Such comments shall be submitted to the City no later than FIVE (5) days prior to the opening date. No comments will be accepted after that time.

3.14 EMPLOYEES NOT TO BENEFIT

No employee or elected official of City shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

3.15 CITY FURNISHED PROPERTY

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

3.16 PROTEST OF AWARD

The award of the contract by the City Council shall constitute a final decision of the City to award the contract, if no written protest of the award is filed pursuant to City Rule 137-047-0740 with the City within **SEVEN (7)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. All protests shall be in writing and specify the grounds upon which the protest is based, and may be submitted only by adversely affected or aggrieved Proposers. In order to be an adversely affected or aggrieved Proposer with a right to submit a written protest, a Proposer shall be next in line for award (i.e. the protester shall claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible). The City will not entertain a protest submitted after the time period established in this rule.

3.17 REIMBURSEMENT

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

3.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

The City grants to other Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and the City resulting from this RFP.

3.19 RESERVED RIGHTS

The City reserves the right:

- A. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of Proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing said formal contract within the time and manner herein after specified, to re-award the contract to another Proposer or Proposers.
- H. To hold the three most responsive proposals under consideration until the final award is made, provided that the City shall award the contract within 180 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in according with City Rule 137-047-0430(3).
- J. To negotiate additions or deletions to goods and/or services.

3.20 RECYCLABLE PRODUCTS

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

3.21 NEGOTIATION

The City may negotiate scope of work modifications and the contract price as permitted by the City's Rules.

3.22 NO WAIVER OF LEGAL RIGHTS

The City shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

SECTION 4

PROPOSAL CONTENTS AND FORMAT

4.1 INSTRUCTIONS

Proposers must submit a proposal using the Proposer's Response Form (see, Attachment A) and observe the following submission instructions:

- 4.1.1 Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the Proposer, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 4.1.2 If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Richard Meyers, City Manager, Cottage Grove City Hall, 400 E. Main Street, Cottage Grove, OR 97424.
- 4.1.3 **Four (4)** copies of the proposal are to be supplied. One set of signed originals shall be included and clearly identified as such.
- 4.1.4 City reserves the right to solicit additional information or proposal clarification from the Proposers, or any one Proposer, should the City deem such information necessary.
- 4.1.5 All questions regarding the request for proposal process shall be directed, during regular business hours, to:

Richard Meyers, City Manager
citymanager@cottagegrove.org
Ph. (541) 942-5501

- 4.1.6 If a Proposer is unable or unwilling to meet any City RFP requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.
- 4.1.7 This Request for Proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected Proposer and City.
- 4.1.8 Proposals must acknowledge receipt of and responsive to all issued addenda.

4.2 SUBMISSION

PROPOSAL RESPONSES ARE TO BE SUBMITTED IN A SEALED ENVELOPE: CLEARLY MARKED: "CONFIDENTIAL: HIGHWAY 99 EMERGENCY SHELTER OPERATIONS AND SERVICES RFP." The responses are to be delivered unopened to City Hall, per instructions in this RFP.

4.3 CONTENT

Maximum, 12 pages, for the following items A-D, excluding section dividers, title page and table of contents. Pages over the maximum limit will not be read or considered.

A. Cover Letter. Include:

- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and email address
- Statement that no redactions are requested, if applicable
- **Signature of Proposer representative, authorized to bind Proposer**

B. Required Narrative.

1. Describe how an emergency shelter for individuals who are homeless fits within your agency's mission.
2. Describe your agency's previous experience in providing emergency shelter operations and/or services to individuals who are literally homeless. If no direct experience, what other similar, relevant experience does the agency have?
3. Describe your agency's emergency shelter program design for Cottage Grove community members who are experiencing homelessness including how you plan to operate the program in alignment with the scope of work. Be sure to address the following:
 - a. How will the program be staffed for Operations of the facility? What activities will support operations of the facility (i.e. Food prep, maintenance, front desk, etc.)?
 - b. How will the program be staffed for Services? Describe the services and amenities provided at the facility. Please specify which activities will be supported with in-house resources and which will utilize outside vendors or collaborations. Please include a sample staffing schedule if available.
 - c. What activities will support participants in completing housing and health goals? What case management model or best practices will be used to support participants in entering permanent housing as quickly as possible?
 - d. Describe or provide a copy of the policies demonstrating a low-barrier approach, including plans for accommodating pets (and service animals), partners, and possessions.
 - e. Describe policies to help maintain cleanliness and minimize the accumulation of materials.
4. Please describe other resources and partnerships your agency would contribute to this program to support clients who may need assistance from a caregiver or may need other accommodations to safely stay at the shelter. Include previous

experience in collaborating with Senior and Disability Services, Healthcare providers, and other community organizations.

5. Describe how the agency will work to reduce disparities in service accessibility and outcomes for people experiencing homelessness who may live with disabilities, have limited English proficiency, and may be part of historically marginalized groups such as LGBTQ+ youth and adults, immigrants and refugees, and Black, Indigenous and People of Color. Give examples of equity issues you have identified within service delivery and any changes the agency has made in order to respond to the issues identified and better meet the needs of diverse communities.
6. Describe previous experience utilizing Service Point / Wellsky and/or Homeless Management Information System (HMIS). How will the Provider ensure data entry and data quality expectations are met? What experience does your agency have in conducting outcomes follow-up after participants have left a program? Please include your agency's quality assurance practices and how outcome goals described in the scope of work will be reviewed and monitored.
7. Describe or attach the COVID-19 protocols your agency will have in place to reduce the transmission of COVID-19 in this setting.
8. This program is expected to start by October 3 - 10, 2022, through June 30, 2024. Please outline an estimated timeline of proposed activities including hiring of staff, training, securing vendor and supplies, development of policies and procedures, and implementation start date.

C. Services

Complete the table below by selecting the service/activity that will be provided. Indicate whether the service will be provided directly by the emergency shelter, if the service will be provided by a third-party agency, or if the service will not be provided.

Service/Activity	Service will be provided by the emergency shelter provider	Service will be provided by a third-party agency	Service will not be provided
Case management (benefits acquisition, housing based, health stability, etc.)			
Mental health supports			
Substance use treatment			
Meal preparation/provision			
Breakfast			
Lunch			
Dinner			

Service/Activity	Service will be provided by the emergency shelter provider	Service will be provided by a third-party agency	Service will not be provided
Security			
Building Maintenance			
Coordination with senior and disability services			
Fresh linens			
24-hour on-site management			
Pet accommodations			
Laundry			
Transportation			
Acute medical care (by a nurse, physician, physician assistant and/or nurse practitioner)			
Personal care services/help with activities of daily living			
Medication management			
Work training or volunteer opportunities			
Other, Please List:			

D. Budget.

1. Please provide a full program operations and services budget, which shows the full cost of operating the program **for a period of 9 months (October 3, 2022-June 30, 2023)** and provide an estimate for the second year (July 1 2023 – June 30, 2024). Please use the budget template provided. The budget should outline and distinguish one-time start-up costs and ongoing expenses.
2. A budget narrative, which includes:
 - a. Total cost per bed night per individual served
 - b. A listing of all one-time start-up costs expected and the total amount of nonrenewable expenses.
 - c. A listing of staff, including titles, utilized in the program, the specific duties of each staff person as it relates to the budget and the methodology for determining the amount of FTE charged to the program budget for each staff person.
 - d. A general explanation/justification of all non-staff related program expenses.
 - e. A listing, including amounts, of all other non-City funding that will be contributed to the project.
 - f. A listing of any in-kind contributions committed to the project.

g. Any other clarification needed for the budget provided.

**FUNDING DETAIL
12-MONTH BUDGET**

AGENCY NAME:

PROGRAM AREA:

Budget Item	Total Budget Year One	Total Est. Budget Year Two	Notes
One-Time Start Up Costs			
Total Start Up Costs	\$0		
Personnel			
Total Personnel	\$0		

E. Proposals as Public Records. Submitted proposals are the property of the City and constitute public records, subject to disclosure under Oregon Public Records Law (ORS 192.311 through 192.478). Any content in a proposal which Proposer believes to be a trade secret or exempt from public disclosure must marked as such, and the City will take reasonable efforts to maintain the confidentiality of such materials to the extent allowable under Oregon law. Identifying a proposal in whole as trade secret, confidential or otherwise exempt from disclosure is not acceptable.

SECTION 5

EVALUATION PROCEDURES AND AWARD

5.1 PROPOSAL EVALUATION PROCESS

Only those proposals providing sufficient information for the City to evaluate the criteria set forth in Section 5.2 will be deemed responsive. Award will be made to the Proposer whose proposal will serve the best interests of the City, as determined by the highest scoring proposal.

5.2 CRITERIA FOR EVALUATION

The City shall apply the following criteria in making a recommendation to the City Council for the award of the contract. The criteria are listed from the most to least desirable, and the proposal will be evaluated accordingly.

- A. Does proposal meet specifications (0-100 pts) _____
- B. Service Capabilities (0-100 pts) _____
- C. Cost (0-100 pts) _____
- D. Qualifications (0-50 pts) _____
- E. References (0-50 pts) _____

5.3 CONTRACT AWARD

Submittal of a proposal evidences Proposer's intent to execute and be bound by the terms of the attached contract. City will enter into contract negotiations regarding any open terms with the highest ranked Proposer. During negotiations City 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 fees and costs that best represent the goods and services required. If City is unable to come to terms with the highest rated Proposer, discussions shall be terminated and negotiations may begin with the next highest rated Proposer. Negotiations may continue in this manner until agreement is reached or the City rejects any and all proposals. Negotiated contracts will be presented to the City Council for approval and final award.

5.4 ANNOUNCED AWARDEE

It is anticipated that a tentative contract awardee will be announced in writing to each Proposer within 30 days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative contract award. City will not be bound to the tentative contract awardee until a contract has been executed by City, following the close of the period for submitting protests of this selection.

5.5 INITIAL PERFORMANCE

If requested by the City, the contract awardee shall begin work by attending an orientation meeting to take place within seven days following execution of the contract. The awardee shall then develop and maintain a comprehensive schedule for all elements of the project.

5.6 ATTACHMENTS

Attachment A Proposer's Response Form

Attachment B Facility Operations Services Agreement

ATTACHMENT A

PROPOSER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that Proposer has examined all related proposal documents, including Addenda _____ [Proposer to list all issued addenda here] _____, and read the instruction and conditions, and hereby proposes to furnish Facility Operations Services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By Proposer's signature below, Proposer hereby represents as follows:

(a) That no Director, officer, agent or employee of the City of Cottage Grove (City) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its councilors, officers, agents, or employees had induced Proposer to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.

5. The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.
6. Proposer is a resident Proposer, as defined in ORS 279A.120. If not a resident, Proposer's resident state is _____.
7. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

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

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand on this ____ day of _____, 2022.

Name of Firm

Signature of Proposer

Phone, email, and fax

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers on this ____ day of _____, 2022.

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

Email and fax number

REFERENCES

(Detach and submit with proposal)

Name of Organization/City	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Name of Organization/City	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Name of Organization/City	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Name of Organization/City	
Name of contact person	
Phone number for contact person	
Email address for contact person	

Attachment B

CITY OF COTTAGE GROVE

PERSONAL SERVICE AGREEMENT FOR EMERGENCY SHELTER OPERATIONS AND SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals for Facility Operations Services (RFP) issued by City of Cottage Grove (City), City and _____ (Contractor) hereby enter into an agreement for the provision of personal services in accordance with the RFP and Contractor's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor's Proposal
- (3) Exhibit C – ORS 279B requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, then B, in that order.

1. Term. The term of this Agreement shall extend from October 3, 2022, to June 30, 2024, unless extended for up to two additional one-year terms in writing by City.

2. Scope of Work. Contractor agrees to perform during the term of this Agreement, the following services:

2.1 Generally, Contractor shall provide all materials and services associated with providing facility operations services to City (City Services).

2.2 Specifically, Contractor shall perform the services set forth as set forth in City's RFP for Highway 99 Emergency Shelter Operations and Services dated September 13, 2022, and Contractor's proposal dated _____, 2022, incorporated herein as Exhibits A and B, respectively.

2.3 Contractor shall not perform and City shall not pay for Contractor's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Contractor's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B.

3. Compensation.

3.1 Compensation. For the services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in the maximum not to exceed amount of [insert payment amount/arrangement].

3.2 Invoices. Invoices for Contractor's services shall be based upon Contractor's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above. These amounts shall be billed to City in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the [] day of each month for all services performed through the last day of the prior month.

Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Contractor at City's request.

3.3 Payments.

(A) City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Contractor may, after giving seven (7) days' written notice to City, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) City shall reimburse Contractor for pre-approved expenses reasonably incurred by Contractor in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Contractor first obtains City's prior written authorization before incurring such expense. Contractor will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Contractor agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of City.
5. City Responsibilities. In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
6. Termination.

6.1 Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other or at any time upon mutual written consent to parties. If terminated for default, the notice of termination shall set forth the manner in which the other is in default. The Contractor shall be paid the agreement price only for services performed in accordance with the manner of performance as set forth in this Agreement.

Upon termination under this Section, unless terminated for breach, Contractor shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this Section, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor will continue to perform Facility Operations Services to the date agreed upon as the termination date.
8. Standard of Care. The standard of care applicable to Contractor’s service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the Facility Operations Services required under this Agreement without undue delay and without additional costs.
9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
- 9.1 If terminated by City due to a breach by Contractor, City may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to City the amount of the reasonable excess.
- 9.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
- 9.3 If City breaches this Agreement, Contractor’s remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.
- 9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
10. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any Contractor subcontractors to maintain the confidentiality of City information.
11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:
- City: City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424
- Contractor: _____

12. Insurance. Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

- 12.1 General Commercial liability insurance -- \$2,000,000 aggregate
- 12.2 Professional liability insurance -- \$3,000,000 aggregate
- 12.3 Workers' Compensation insurance -- \$1,000,000
- 12.4 Automobile Liability Insurance -- \$1,000,000 each accident

Contractor shall: (a) provide City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) provide City with 30-day notice prior to cancellation.

- 13. Access to Records. The Contractor shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
- 14. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
- 15. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
- 16. Independent Contractor. Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under this Agreement and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
- 17. Federal Funds. If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.

18. No Benefits. Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
19. PERS. Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
20. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
21. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
25. Continuation During Disputes. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party

shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

- 27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 28. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.
- 29. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Facility Operations Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

Richard Meyers, City Manager
City of Cottage Grove

[INSERT CONTRACTOR NAME]

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSALS

EXHIBIT C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a

notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.