

CITY OF WOODBURN, OREGON

Request for Proposal City of Woodburn Houseless Response

SUBMIT PROPOSAL TO:

City of Woodburn
Community Services Department
270 Montgomery Street | Woodburn, OR 97071
Attn: Jesse Cuomo
Or
Email: jesse.cuomo@ci.woodburn.or.us



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PROPOSAL ADVERTISEMENT

Request for Proposals

Houseless Outreach & Response

RESPONSE DUE: Tuesday – July 12, 2022 @ 1:00 p.m.

The City of Woodburn, Oregon is requesting proposals from qualified agencies with experience in houseless response and case management. Specifically, the City seeks proposals from agencies with established experience in providing support services to those experiencing houselessness, and in working with communities to develop or strengthen support networks and resources for those experiencing houselessness or who are otherwise unsheltered. The program has a particular emphasis on those experiencing houselessness within the City of Woodburn. Primary elements of services will include:

- Working in partnership with the Woodburn Police Department to aid in providing resolutions for those camping on public and private properties. (living outdoors, in vehicles, or other places not meant for human habitation).
- Targeted outreach services for those individuals experiencing houselessness
- Responding to request of support from Woodburn Police Department within 36 hours.
- Identifying needs for those experiencing houselessness and providing resources including but not limited to housing, food insecurity, and mental health services.

The funding for this project is made available through the City of Woodburn’s American Rescue Plan Act funding.

Selection of the qualified Contractor(s) will be in accordance with Oregon Intermediate Procurement Rules (ORS 279B.070) and as set forth in the Solicitation Document and includes consideration of criteria such as, but not limited to: project understanding and approach, similar project experience, the experience of proposer’s key staff, and demonstrated ability to complete successfully similar projects on time and within budget. Prospective proposers responding to this RFP do so solely at their expense, and the City is not responsible for any expenses associated with the RFP.

The selected firm(s) must demonstrate the ability to provide a majority of the services required and clearly identify those services which will need to be provided by a sub-consultant. The City will select an organization on the qualification-based criterion for the services identified.

Proposals will be received until Monday – July 12, 2022, at 1:00 p.m. at the Woodburn City Hall-Community Services Department located at 270 Montgomery Street, Woodburn OR 97071 and

marked Attn: Jesse Cuomo. Proposals will also be accepted electronically and can be emailed directly to Jesse Cuomo at jesse.cuomo@ci.woodburn.or.us Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet from the City's website at <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps> The Request for Proposals may also be viewed or obtained by emailing jesse.cuomo@ci.woodburn.or.us. All questions should be directed to Jesse Cuomo, Community Services Director at phone number 503-982-5266 or by emailing jesse.cuomo@ci.woodburn.or.us. Responses to questions will be summarized in writing to all prospective Proposal respondents.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All Proposers are required to comply with the provisions of Oregon Revised Statutes Chapters 279 A, B, and C for Public Contracts and Purchasing and the City of Woodburn Public Contracting Rules.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with all prescribed public procurement procedures and requirements, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, (4) to select the proposal which appears to be in the best interest of the City, and (5) to reject for good cause any or all proposals upon a finding that it is the public interest to do so.

PART 1 - OVERVIEW

The City of Woodburn, Oregon is requesting proposals from qualified agencies with experience in houseless response and case management. Specifically, the City seeks proposals from agencies with established experience in providing support to those experiencing houselessness or who are otherwise unsheltered, and in working with communities to develop or strengthen support networks and resources for those experiencing houselessness. The program has a particular emphasis on those experiencing houselessness within the City of Woodburn. Primary elements of service will include:

- Working in partnership with the Woodburn Police Department to aid in providing resolutions for those camping on public and private properties.
- Responding to request of support from Woodburn Police Department within 36 hours.
- Identifying needs for those experiencing houselessness and providing resources including but not limited to housing, food insecurity, and mental health services.

PROJECT PURPOSE STATEMENT

The goal of this program is to partner with an organization that can work alongside the Woodburn Police Department and the City of Woodburn to help provide possible positive solutions for those experiencing houselessness. The City looks to partner with an agency that has experience using trauma-informed care and is able to provide access to a wide array of wraparound services and resources to meet the needs of the individual(s) in crisis.

Non-exhaustive objectives to achieve this goal include: 1) Outreach and Engagement to aid in building trust with those experiencing houselessness and provide access to needed resources. 2) Timely response to support those in need as well as support the Woodburn Police Department to best provide wrap-around services. 3) Houseless Response Team meetings to identify houselessness needs as it pertains to the City of Woodburn and how best to connect those experiencing houselessness with resources.

PART 2 - SCOPE OF WORK

Task 1: Outreach and Engagement (O/E)

Street-based outreach and engagement is essential to building relationships based on trust and respect between the clients and Organizations and is a key step toward permanent housing. O/E will serve the unsheltered houseless in the City of Woodburn. O/E is conducted primarily in the field, in the areas where unsheltered houseless are known to live and spend time, including encampments, streets, under bridges and overpasses, and in isolated areas.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Implement best practices designed to engage unsheltered houseless, e.g., outreach techniques, motivational interviewing, multi-disciplinary team approach, law enforcement partnerships.
- Build rapport and build positive relationships with unsheltered houseless individuals to provide pathways to temporary or emergency shelters, housing and linkages to other houseless system and/or mainstream services.
- Identify and conduct regular and ongoing outreach to areas where unsheltered houseless people live, such as encampments, streets, under bridges and overpasses, and in isolated areas.
- Work with and refer individuals and families to services that include Behavioral Health, Physical Health, and other key services.
- Collaborate with other key stakeholders in creating and implementing plans to provide additional services and coordination of services to people living in encampment areas and vehicles.
- Coordinate with regional jurisdictions and other non-governmental organizations on an ongoing basis, with intensive coordination when a jurisdiction is planning to clear out or remove an unsanctioned encampment.
- Maintaining by-name lists for specific areas, individuals, or encampments to assist with coordination of services.
- Provide supplies or other items to assist clients with meeting their basic needs and to build rapport (food, gift cards, socks, glasses, etc.).

- Identify immediate needs that require short-term interventions, such as direct assistance for basic needs or emergency calls for urgent medical needs.
- Provide transportation assistance to support clients with connecting to services.
- Document outreach and engagement activities in the appropriate data system.

Task 2: Timely Response

Timely Response provides a mechanism for the Woodburn Police Department to contact houseless outreach staff to strive to make contact and provide support to unsheltered houseless individuals. The goal is to be available to address (not necessarily resolve) issues in a timely manner. Inquiries for rapid response to unsheltered houseless may come from agencies, medical providers, law enforcement, or the community at large. Response to the location must occur within 48 hours, Monday through Friday. It is NOT the expectation that this phone will be answered 24/7/365. Woodburn Police Department will be able to leave a message at this number, with the expectation that phone messages will be monitored Monday – Friday and all inquiries will be responded to in person within 36 hours and that the inquiring party is informed of status within 48 hours.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Establish a process (including a dedicated phone number) for receiving (via phone and email), responding to, documenting, and tracking rapid response requests.
- Communicate process for making rapid response inquiries to law enforcement.
- Deploy outreach staff to locations of inquiries and make reasonable efforts to make contact and engage with the unsheltered houseless households.
- If contact is made and client is willing, provide outreach and engagement activities, including all the outreach and engagement services listed above, with an emphasis on attempting to connect the individual to immediate assistance such as emergency shelter or other residential setting (detox, residential treatment program, etc.).
- Maintain documentation of all inquiries and responses and status
- Document services in a timely manner.

Task 3: Houseless Response Team Meetings (HRT)

Case Conferencing enables Houseless Services staff to utilize a broad array of experience to assess and plan the next steps for a client's path to housing. These Case Conferencing meetings are held at minimum on a monthly basis. Participants in this monthly meeting include staff from the City of Woodburn and law enforcement and other agencies as needed.

At the HRT meetings, outreach staff will report on those they have made contact with and served, and provide updates on the progress toward housing, barriers, and challenges. HRT participating agencies (which could include City staff, Behavioral Health, and other Agencies) provide suggestions, resources, and sometimes also offer direct assistance to the clients in collaboration with the outreach staff.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Maintain a collaborative environment with representation at HRT meetings from law enforcement, houseless shelters, Service Agencies, primary and mental health care.
- Maintain strict confidentiality in case conferencing and follow program confidentiality policies regarding obtaining consent to share information/Release of Information forms.

Task 4: Budget & Program Schedule

The City of Woodburn looks to establish a one-year agreement with the ability for additional one-year extensions. The City of Woodburn looks to commence the agreement, starting July 1, 2022 – June 30, 2023 with an annual budget of up to \$60,000.00.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- The number of staffing hours and personnel that will be used to provide the tasks listed above (Outreach and Engagement, Timely Response, and Houseless Response Team Meetings). Including possible daily and weekly schedule.
- The budget and cost of materials and administrative fees to provide service for houseless response.

PART 3 - GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The General Conditions and Instructions set out below shall apply to all formal proposal solicitations and resulting contract awards issued by the City of Woodburn unless otherwise specified. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. Failure to do so will be at the proposer's own risk, and pleas of error or ignorance shall not be honored.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Selection & Award. Awards made in response to this RFP will be made to the most qualified proposer whose proposal is determined, in writing, to be the most advantageous to the City of Woodburn, taking into consideration the evaluation factors set forth in the RFP.
2. Proposer's Responsibility. The selected proposer(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. If a successful contract cannot be completed after award, the City may conclude contract negotiations, rescind its award to that proposer, and return to the most recent RFP evaluation stage to negotiate with other proposer(s) for award.
3. Form of Submission. It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-responsive.
4. No Late Submissions. If received after the time specified for Public Proposal Opening, formal proposals, amendments thereto, or requests for withdrawal of proposals will not be considered. Late proposals will be returned to the proposer UNOPENED or UNREAD if the proposer's return address is shown.
5. Communications during the RFP Process. Proposers shall address all inquiries, if any, in writing to Jesse Cuomo, Community Services Director who alone is empowered to clarify such inquiries; not later than seven (7) days before the deadline for Proposals
6. Addendum and Supplement to Request. If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be posted electronically on the City website. It is the responsibility of the Proposer to frequent the City website to obtain and download addendums and any other applicable information prior to proposal submission.

7. Withdrawal of Proposal. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of Deadline for Submission of Proposals. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
8. Unless otherwise specified by the City of Woodburn, all formal proposals submitted shall be binding for City of Woodburn acceptance for ninety (90) days from the date of the proposal opening.
9. No employee of the City of Woodburn shall be admitted to any share or part of this contract or to any benefit that may arise there from.
10. All Proposals shall be prepared and submitted by and at the cost of the Proposer, hence all costs associated with preparation and submission of the Proposal shall be borne by the Proposer.
11. The City has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP without giving any justification.
12. Authority to Bind Firm in Contract. Proposals MUST give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing Proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right hand corner.

PART 4 - PROPOSAL SUBMITTALS

Submission Format

Proposers shall respond to the RFP with a written proposal in the format outlined below. The Proposal shall include as a minimum the following sections arranged in the following specified order:

1. Executive Summary Letter
2. Management Skills and Technical expertise
3. Credentials of the Project Team
4. Task Understanding
5. Capability for a Timely Response
6. Any supplemental information about your firm.

Proposal Content

1. Executive Summary Letter.

The Executive Summary Letter should not be more than two pages long and should include as a minimum the following:

- a. A brief statement of the proposer's experience and ability to meet the service objectives;
- b. A positive commitment to perform the services within the time period specified; and
- c. The names of persons authorized to represent the proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

2. Management Skills and Technical Expertise.

Include as a minimum:

- a. A list of at least three relevant community engagements completed within the past five years that best illustrate capabilities related to those required for this project, including description, scope, and costs.
- b. Awards and letters of commendation received.

3. Credentials of the Project Team.

Include as a minimum:

- a. Identification of Team Manager, and the office location of the Team Manager
- b. Staffing Plan, and the office locations of each person assigned
- c. Team Manager's resume
- d. Resumes of key project staff members including City of Woodburn or Marion County experience
- e. References

4. Understanding of Task Requirements

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the Scope of Work outlined under Section 2.

5. Capability for Timely Response

- a. Proximity of Proposer's office to Woodburn City Hall (driving time)
- b. Acknowledgement and understanding that there will be a required timeframe for responding to requests for services and completing planned outreach services.

6. Cost for Services

- a. Please refer to **Task 4: Budget & Program Schedule** in the scope of work listed above.

PART 5 - EVALUATION & SELECTION OF PROPOSALS

The City will independently read, review and evaluate each proposal, and selection will be made on the basis of the criteria listed below.

Each proposal will be read and evaluated on the basis of the criteria listed. If further evaluation is deemed necessary, the City may conduct interviews and have discussions with the top ranked firms (usually the top three depending upon the number of proposals received). The City reserves the right, at its sole discretion, to make an award without interviews.

Once evaluations and interviews (if implemented) are completed, the City will finalize the rankings of the submitted proposals. Negotiations for a binding fee/rate schedule will then begin with the top ranked firm. If a contract acceptable to the City of Woodburn cannot be negotiated at rates considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations conducted with the next ranked firm, and so on. The City of Woodburn reserves the right to reject all Proposers and/or to withdraw this RFP at any time.

Evaluation Criteria

| | MAXIMUM POINTS | SCORE |
|--|----------------|-------|
| 1. Management Skills and Technical Expertise | 25 | |
| 2. Credentials of project team | 25 | |
| 3. Understanding of task and requirements | 25 | |
| 4. Capability for a Timely Response | 15 | |
| 5. Budget and Capacity | 10 | |
| TOTAL | 100 | |

Reservation in Evaluation

The City reserves the right to negotiate with a Proposer over:

- The Statement of Work; and
- Any other terms and conditions as deemed necessary by the City.

Investigation of References

The City reserves the right to investigate and to consider the references and past performance of any proposer with respect to such things as its performance or provision of similar services, compliance with specifications and contractual obligations, and its lawful payment to suppliers, subcontractors and workers.

Preferences

Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider, when procuring good and services for any public use, the City shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

Proposal Rejections

The City reserves the right to:

- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal(s) not meeting the specifications set forth herein;
- Waive any and all irregularities in proposals submitted;
- Consider the competency of proposers in making any award;
- Reject all proposals; and
- Award any and all parts of any proposals.

Protests and Appeals

An affected person may protest the solicitation process or award of this contract. Protests must be submitted in writing and delivered in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules Ordinance.

PART 6 SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY needs certain professional consultant services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to _____ is incorporated by reference and are a part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

- B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

- C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

- D. It is understood that _____ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.

B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of

CONSULTANT'S work.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. The contact person on the Project for CITY is designated as Public Works Director or assigned delegate. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

This Contract is effective on the date of last signature below and terminates three (3) years from that date, with an option to mutually renew the contract for up to two (2) additional one (1) year terms.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ninety (90) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Either party may terminate this Contract upon not less than thirty (30) calendar days written notice should the other party fail to substantially perform in accordance with the terms and/or conditions of this contract or any supplements thereof and if the performance is not cured within that 10-day period after written notice is given.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.

3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 –WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, copartnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT 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.

I. The CONSULTANT 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 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services 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 days per week that the employees may be required to work.

K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

L. CONSULTANT will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

SECTION 17 – NON-DISCRIMINATION CLAUSE

CONSULTANT agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

CONSULTANT further agrees that:

1. During the performance of a contract, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such CONSULTANT is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
4. The CONSULTANT will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 18 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 19 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONSULTANT:

SECTION 20 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 21 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONSULTANT:

By:

By:

Title:

Title:

Date:

Date: