



OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

Request for Proposals

September 30,2022

Single Point of Contact:

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PURPOSE

This Request for Proposal (RFP) is being issued by Oregon Cascades West Council of Governments (OCWCOG) in partnership with Community Services Consortium. The purpose of this notice is to invite vendors to submit their proposals to provide Diversity, Equity, and Inclusion (DEI) services to help build on the work started by the DEI Committee. All notices related to this RFP will be posted on the Oregon Buys Network which is accessible at: <https://oregonbuys.gov/>

ABOUT THE ORGANIZATIONS

The Oregon Cascades West Council of Governments (OCWCOG) is organized under Oregon Revised Statutes Chapter 190 as a voluntary-created intergovernmental council formed by Benton, Linn, and Lincoln counties. The council was chartered as a Type B Area Agency on Aging in 1982. The purpose of the Council is to be aware of and facilitate communication relating to the region's physical and social condition and provide staff resources to local governments to assist in programs or activities that are locally beneficial. Operations include services to elderly and/or disabled persons in economic or social need, veterans, loan packaging, regional transportation planning and assistance to member cities and counties in economic planning and development. Funding for programs and administration is received under the Federal Older Americans Act, Oregon Project Independence, Social Security Act – Title XIX, federal grants and loans, State of Oregon programs, other local governments, fund raising, community groups and individual donations. Most of its funding is provided by way of contracts to administer specific services. More information is available at OCWCOG's website, www.ocwcog.org.

Community Services Consortium (CSC) is a federal and state-designated community action agency, established over forty years ago. CSC offers a wide range of programs and services in Linn, Benton, and Lincoln counties, and select services in Polk County, including housing, utility assistance, home weatherization, employment, education, nutrition, and more. CSC's mission is to overcome poverty in the region by connecting people with the tools and resources they need to build better futures. CSC works together with extensive community partners across the region, including OCWCOG, to overcome poverty one person at a time. Over the last 10+ years, CSC has experienced exponential growth in funding sources, services, and personnel. More information is available at CSC's website, www.communityservices.us

SCOPE OF WORK

Organizational Assessment

Consultant will create an intersectional organizational assessment for OCWCOG and CSC based on quantitative and qualitative data.

- Assessment will identify “knowledge gaps” within each organization
- Assessment will identify goals and responsible parties: Senior Leadership, Union, and DEI Committee within each organization
- Meet with Senior Leadership, DEI Committee, and Supervisors to understand current OCWCOG and CSC culture, operations, and challenges in delivering training to staff at OCWCOG and CSC.
- Assessment will identify through examination of policies, staff involvement, and community engagement whether the agencies have record of historical harm.

Training and Development

Consultant will bring a nationally or internationally tested and proven DEI model and curriculum. Consultant will work with Senior Leadership, DEI Committee, and Union within each organization to implement trainings and initiatives for all levels of staff and volunteers to work toward the DEI goals which will be developed from the organizational assessments. This will include core competencies of diversity, equity, and inclusion.

- Training will be developed in collaboration with the DEI Committees and other identified staff.
- Training will include potential delivery for in-person or virtual.
- Consultant will facilitate trainings related to DEI, including assisting DEI Committees with learning to facilitate future trainings.
- Consultant along with any key staff/committees from both organizations will implement curriculum in conjunction with OCWCOG and CSC overall DEI principles and goals, that sets a foundation for expectations achieve OCWCOG and DEI strategic plan initiatives and incorporates CSC foundational DEI training elements. Consultant will staff and coordinate the DEI committee of CSC as well as several affinity groups as defined by CSC leadership and the consultant.
- Consultant will provide train-the-trainer curriculum, to engage DEI Committee and other identified staff with the resources necessary to deliver ongoing DEI trainings.

Sustainability Plan

Consultant will develop a plan that builds organization capacity with:

- Building diversity, equity, and inclusion through recruitment, on-boarding, training and development materials.

- Operationalizing and incorporating diversity, equity, and inclusion into the daily work of OCWCOG and CSC.
- Building a culture of ongoing learning and accountability of DEI goals.

Meetings and Committees

Consultant will meet with staff from both agencies to:

- Assist DEI committee with growth and development
- Consult with staff at both agencies to charter affinity groups
- Assist with leading meetings of the DEI and Affinity groups to ensure productivity

QUALIFICATONS

- Experience in diversity, equity, and inclusion informed project management
- Experience in change management and transformation principles
- Experience in facilitation of plan development
- Experience implementing Diversity, Equity, and Inclusion training plans
- Experience in coaching and technical assistance
- Consultant will always ensure accessibility in all training, development, coaching, and technical assistance sessions including but not limited to the following of all standards of the ADA

TERM OF CONTRACT

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to two (2) years, with the possibility of an extension.

SUBMITTAL REQUIRMENTS

RFP responses must be submitted by e-mail copy sent to sharris@ocwcog.org by **5:00 PM PST on October 31, 2022**. Each respondent shall submit the following documents in a clear, legible, 12-point font, and 8.5 by 11-inch format. **Responses must be submitted via e-mail or they will not be considered.** Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals. All materials submitted by the proposer as part of the proposal will be considered the property of OCWCOG and will not be required to be returned to the proposer.

OCWCOG reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

A. Letter of Interest

Please submit a Cover Letter of Interest signed by the Respondent, not to exceed

two pages in length. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Respondent and team.

B. Threshold Requirements

These documents must be submitted and acceptable before OCWCOG will review the Experience and Capacity proposal:

a. Evidence of Insurance

- i. Commercial General Liability with limits \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
- ii. PROFESSIONAL LIABILITY insurance with limits not less than \$1,000,000 per claim and \$1,000,000 annual aggregate with 24 months tail coverage.0; and
- iii. Workers Compensation; and Employers Liability 500,000 each accident / \$500,000 policy limit / \$500,000 each employee

b. References

Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.

c. Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

d. Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section

constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles OCWCOG to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

C. Main Proposal

Please provide the following information:

a. Experience and Qualifications

Provide information regarding the years of experience and detailed qualifications in performing the scope of work as described in this document. Links to videos of trainings on streaming services may also be provided.

b. Narratives and Pricing Proposal

Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.

Narrative describing three (3) successful events Respondent has organized and implemented, which should include at least one organizational assessment and one training.

SELECTION PROCESS

The Selection Committee comprised of OCWCOG staff and CSC staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

A. RFP Schedule

- | | |
|--|-----------------------------------|
| 1) Issuance of RFP by OCWCOG | Sept. 30, 2022 |
| 2) Deadline for Questions/Requests for Clarification | Oct. 14, 2022 |
| 3) Submission of proposals | no later than 5 p.m. Oct.31, 2022 |
| 4) Deadline for Requests to Attend Public Opening via. Teams | Oct. 21, 2022 |

- | | |
|-----------------------------------|---------------|
| 5) Public Opening | Nov. 2, 2022 |
| 6) Evaluation completed | Nov. 7, 2022 |
| 7) Contract negotiated and signed | Nov. 21, 2022 |

B. Questions/Requests for Clarification

Questions regarding this RFP should be submitted in writing via email to Serena Harris, at Sharris@ocwcog.org prior to the deadline in the RFP Schedule.

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EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Proposal, OCWCOG will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

Experience and Capacity

The point system is to evaluate the experience and capacity of the Respondent.

Respondents will be awarded up to 30 points for experience in diversity, equity, and inclusion training,

Respondents will be awarded up to 20 points for experience working with Councils of Governments, community action agencies, other public sector agencies, and unions.

Respondents will be awarded up to 20 points for pricing.

Respondents will be awarded up to 20 points for experience with organizational assessments.

Respondents will be awarded up to 10 points for being a Certified Disadvantaged Business Enterprise. ("Certified Firm" means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

NEGOTIATION

After selection of a successful Proposer, OCWCOG may enter into contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (**Attachment F**), with the exception of those terms listed below for negotiation. Proposer shall review the attached Sample Contract and note exceptions.

Proposer must submit those exceptions to OCWCOG prior to the **Questions / Requests for Clarification deadline** set forth under the RFP Schedule (See under Selection Process, **Section A, under number 2. herein**). Unless OCWCOG agrees to modify any of the terms and conditions, OCWCOG intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (**Attachment F**).

It may be possible to negotiate some provisions of the final Contract; however, OCWCOG is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that OCWCOG believes modifications to the standard provisions constitute increased risk and increased cost our agency.

Therefore, OCWCOG will consider the Scope of requested exceptions in the evaluation of Proposal.

SUBMITTAL DUE DATE

Responses to this RFP are due by **5:00 p.m. on October 31, 2022**. Responses to this RFP must be e-mailed to: Serena Harris, at sharris@ocwcog.org.

Hard copies will not be accepted.

RESERVATION OF RIGHTS

OCWCOG reserves the right to: seek clarifications of each proposal; negotiate a final contract that is in the best interest of OCWCOG, its members, and the public; reject any or all proposals; cancel this RFP at any time, if doing so would be in the public interest, as determined by OCWCOG in its sole discretion; award the contract to any proposer based on the evaluation criteria set forth in this RFP; waive minor informalities contained in any proposal, when, in OCWCOG's sole judgment, it is in OCWCOG's best interest to do so; and request any additional information OCWCOG deems reasonably necessary to allow OCWCOG to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

PUBLIC OPENING

A Public Opening will be held on the date and time listed in the Schedule and at the location stated on the Cover Page. Due to the Covid-19 pandemic, the Public Opening will be performed through Teams and requests to attend must be received by the deadline, also listed in the Schedule. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to OAR 125-247-0630.

NON DISCRIMINATION

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this RFP 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, sexual orientation, source of income, 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 disabled veteran as defined in ORS 408.225.

COST OF SUBMITTING A PROPOSAL

Proposer will pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after OCWCOG issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of OCWCOG. By submitting a Proposal in response to this RFP, Proposer grants OCWCOG a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer.

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ATTACHMENT A - RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Evidence of Insurance
- References
- Narrative describing three (3) successful events Respondent has organized and implemented, which should include at least one organizational assessment and one training.
- Pricing Proposal
- Attachment A - RFP Submittal Requirements Checklist
- Attachment B – Certified Disadvantage Business Outreach Plan
- Attachment C – Proposer Information and Certification Sheet
- Attachment D – Responsibility Inquiry Sheet
- Attachment E – Compliance Signature Form

CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective Proposer. OCWCOG makes no representation as to the completeness or accuracy of any Checklist. Prospective Proposer is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. OCWCOG is not liable for any claims, or subject to any defenses, asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.

ATTACHMENT B - CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: _____

Date: _____ Contact Name: _____

Telephone: _____ Email: _____

"Certified Firm" means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB

Supply Oregon State Certification Number: _____

2. Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3. Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, disabled veteran-owned or emerging small businesses.

4. Does Proposer foresee any subcontracting opportunities for this procurement?
Yes No

If no, do not complete the rest of this form and submit this first page with your Proposal.

If yes, please complete the following pages and submit all pages with your Proposal.

- 5. Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.**

- 6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.**

- 7. Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBIO if awarded a Contract from this procurement?**

ATTACHMENT C - PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____

Email: _____

Oregon Business Registry Number (if required): _____

Are products priced in Proposal are for goods manufactured with recycled materials:

Yes No

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that OCWCOG has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620, and ORS Chapters 316, 317, and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
7. Proposer and Proposer's employees, agents, and subcontractors are not included on:

- a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: www.treasury.gov/ofac/downloads/sdnlist.pdf; or,
 - b. the government-wide exclusions lists in the System for Award Management found at: www.sam.gov/portal/SAM/#1
8. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
 9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
 11. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.

Authorized Signature

Date

(Print Name and Title)

ATTACHMENT D - RESPONSIBILITY INQUIRY

OCWCOG will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, OCWCOG may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an OCWCOG finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities?
Yes No

2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: _____

How many contracts did not meet those standards? Number: _____

If any, please explain:

3. Within the last three years has Proposer (including a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted, or convicted in connection with:
 - Obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.
 - Violation of Federal or State antitrust statutes relating to the submission of bids or Proposals; and/or
 - Embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property?

Yes No

If yes, indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges:

4. Within the last three years, has Proposer had:
- Any contracts terminated for default by any government OCWCOG, or
 - Any lawsuits filed against it by creditors or involving contract disputes?

Yes No

If yes, please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

5. Does Proposer have any outstanding or pending judgments against it? Yes No

Is Proposer experiencing financial distress or having difficulty securing financing?

Yes No

If yes on either of the above questions, please provide additional details:

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? Yes No

If no on the above question, please provide additional details:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? Yes No

If yes, indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? Yes No

If no, please explain:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers, and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? Yes No N/A

[If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" or "see Proposal" in the response field. Otherwise, if applicable, submit a copy of the certificate with this form.]

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name: _____ RFP: _____

Project Name: _____ Date: _____

Authorized Signature

Date

Print Name

Title

ATTACHMENT E - COMPLIANCE SIGNATURE FORM

Every public contract that is subject to Oregon Revised Statute 279B must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting OCWCOG may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing below, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for duration of this contract.

Contractor Signature

Date

ATTACHMENT F – SAMPLE CONTRACT

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

PERSONAL SERVICES CONTRACT

This is an agreement by and between OREGON CASCADES WEST COUNCIL OF GOVERNMENTS, an intergovernmental entity created under the authority of ORS 190.010, hereinafter called OCWCOG, and **XXXXXXXXXXXXXX**, an independent consultant hereinafter called CONTRACTOR.

WHEREAS, OCWCOG has need for the services of a contractor with the particular training, ability, knowledge, and experience possessed by CONTRACTOR to assist in the **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. TERM OF CONTRACT: This contract shall become effective upon signature and shall terminate on **XXXXXXXXXX**.

2. SERVICES TO BE PROVIDED: CONTRACTOR shall provide the services as described in Attachment A, SCOPE OF WORK.

3. COMPENSATION: **CONTRACTOR shall be paid (SPECIFIC TO THE DETAILS OF THE CONTRACT) Payment will be made upon receipt of invoice – detailing the deliverables outlined in the Scope of Work (Attachment A) and after approval by the Executive Director or their appointed designee. CONTRACTOR invoice – Exhibit B.**

If this agreement crosses fiscal years, OCWCOG's obligation to pay any amount in the subsequent year is subject to approval of appropriations by the governing body of OCWCOG. Should appropriations not be approved by the governing body, this agreement will terminate at the beginning of the new fiscal year.

4. ASSIGNMENT/DELEGATION: OCWCOG has entered into this agreement in reliance upon the specialized professional skills, experience, resources, or knowledge of CONTRACTOR, accordingly neither party shall assign, subcontract, or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

5. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although OCWCOG reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of OCWCOG and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits OCWCOG provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System

benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

OCWCOG will report the total amount of all payments to CONTRACTOR, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

6. WARRANTY: OCWCOG has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by OCWCOG shall not operate as a waiver or release of such warranty.

7. INDEMNIFICATION: CONTRACTOR shall hold harmless, indemnify, and defend OCWCOG, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of OCWCOG and its employees. Such indemnification shall also cover claims brought against OCWCOG under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. INSURANCE: CONTRACTOR and any subcontractors will maintain insurance coverage as set out in Attachment B. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery, U.S. mail, or electronic mail. Notices, bills, and payments sent by mail should be addressed as follows:

OCWCOG: Oregon Cascades West Council of
Governments
Attn: Finance Dept.
1400 Queen Ave SE, Ste 201
Albany, Oregon 97322
(541) 967-8720

CONTRACTOR: Name
Address
City/State/Zip 97333
Phone
Email

When so addressed, said item shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. TERMINATION: At any time, with or without cause, OCWCOG, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If OCWCOG terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by OCWCOG due to any breach of the agreement by CONTRACTOR.

11. OWNERSHIP OF WORK PRODUCT: OCWCOG shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract (“the work products”). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants OCWCOG a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to OCWCOG or produced by CONTRACTOR under this contract.

12. NONDISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. STATUTORY AND REGULATORY COMPLIANCE: CONTRACTOR shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapter 279, 279A, 279B or 279C, depending on the nature of the work performed, particularly ORS 279C.505, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142 ORS 659A.400 to ORS

659A.417, and all regulations and administrative rules established pursuant to those laws.

14. EXTRA (CHANGED) WORK: Only the Executive Director or their appointed designee may authorize extra work (and/or changed) work. The parties expressly recognize that other OCWCOG personnel are not authorized to either order extra work (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure Executive Director or their appointed designee's authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the Executive Director or their appointed designee.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. PERSONAL IDENTIFYING INFORMATION: CONTRACTOR agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Identity Theft Protection Act, and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, CONTRACTOR shall immediately notify OCWCOG and shall hold harmless, defend, and indemnify OCWCOG for any costs related to notification, mitigation or remediation required by the disclosure by CONTRACTOR.

17. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit OCWCOG, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify OCWCOG of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the Finance Director upon request.

18. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

19. SEVERABILITY: If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

20. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B

C. INSURANCE COVERAGE REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of **Oregon Cascades West Council of Government** as to limits, form, and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. Limits maybe provided by Excess or Umbrella policy:

LIMITS:

- \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this requirement must be reviewed and approved by the OCWCOG Finance Director. All claims-made forms must have tail coverage and the prior approval of the OCWCOG Finance Director. Submit a complete copy of claims-made policies and endorsements with the certificate of ins

- SEXUAL ABUSE AND MOLESTATION** insurance with limits as specified below. The General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$500,000 per occurrence and \$1,000,000 aggregate each claim, incident or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of this agreement.

LIMITS:

- \$500,000 Per Occurrence / \$1,000,000 General Aggregate.

- BUSINESS AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS:

- \$1,000,000 per Accident

- PROFESSIONAL LIABILITY** insurance with limits not less than \$1,000,000 per claim and \$1,000,000 annual aggregate with 24 months tail coverage.

- POLLUTION LIABILITY** insurance with limits not less than \$1,000,000 per occurrence.

- ADDITIONAL INSURED CLAUSE** The Commercial General Liability insurance coverages required for performance of this contract shall be endorsed to name the **Oregon Cascades West Council of Government** and its officers, agents, and employees as Additional Insureds on any insurance policies required herein with respect to Contractor's activities being performed under the Contract. The Certificate of Insurance must include a copy of the Additional Insured endorsement and the policy must be endorsed to show cancellation notices to the **Oregon Cascades West Council of Government Finance Department**. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** insurance as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employer's Liability coverage.

EMPLOYER'S LIABILITY LIMITS:

- \$500,000 each accident / \$500,000 policy limit / \$500,000 each employee.

- BUSINESS SERVICES BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds on our behalf. Limit shall be \$50,000 per loss.

Certificates of Insurance shall be forwarded to:

Oregon Cascades West Council of Government
Attn: Finance Department
1400 Queen Avenue SE, Ste 201
Albany, OR. 97322

Any questions concerning insurance and indemnity should be directed to Marit Nelson, Finance Director at (541) 924-8435.

ATTACHMENT C

BUSINESS ASSOCIATE RELATIONSHIP

OCWCOG will make available and/or transfer to CONTRACTOR certain information, in conjunction with goods or services that are being provided by CONTRACTOR to OCWCOG that is confidential and must be afforded special treatment and protection.

CONTRACTOR will have access to and/or receive from OCWCOG certain information that can be used or disclosed only in accordance with this agreement and the HHS Privacy Regulations.

To the extent required by 42 U.S.C. 1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, CONTRACTOR assures OCWCOG that CONTRACTOR will appropriately safeguard protected health information made available to or obtained by CONTRACTOR.

CONTRACTOR further agrees to comply with applicable laws relating to protected health information and with respect to any task or other activity CONTRACTOR performs on behalf of OCWCOG, to the extent OCWCOG would be required to comply with such requirements.

For purposes of this agreement, the following terms shall apply:

- A. CONTRACTOR shall be considered a BUSINESS ASSOCIATE.
- B. OCWCOG shall be considered a COVERED ENTITY.
- C. HHS Privacy Regulations shall mean the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164.
- D. Individual shall mean the person who is the subject of the information, and has the same meaning as the term 'individual' is defined by 45 C.F.R. 164.501; and
- E. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) and any other officer or employee of HHS to whom the authority involved has been delegated.
- F. Information shall mean any health information provided and/or made available by OCWCOG to CONTRACTOR and has the same meaning as the term 'health information' as defined by 45 C.F.R. 160.102.

CONTRACTOR agrees it shall:

1. Not use or further disclose such information other than as permitted or required by this agreement. CONTRACTOR shall not, except as necessary for the proper management, administration, and performance of its duties under this agreement, use, reproduce, disclose, or provide to third parties, any confidential document or information relating to OCWCOG or clients of OCWCOG without the prior written consent or authorization of

OCWCOG or of the client. If CONTRACTOR uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which CONTRACTOR disclosed it to the person. CONTRACTOR shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business information of OCWCOG.

2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by OCWCOG.
3. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this agreement.
4. Report to OCWCOG any use or disclosure of such information not provided for by this agreement of which CONTRACTOR becomes aware.
5. Ensure that any subcontractors or agents to whom CONTRACTOR provides protected health information received from OCWCOG agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.
6. Make available protected health information in accordance with applicable law, i.e., the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164.
7. Maintain standard records, pursuant to this agreement, and to provide such records and other necessary information to OCWCOG as may be requested in writing and as permitted by law. CONTRACTOR agrees that all records kept in connection with this agreement are subject to review and audit by OCWCOG upon reasonable notice of a minimum of 14 workdays from the date of written request by OCWCOG.
8. Make CONTRACTOR'S internal practices, books, and records relating to the use and disclosure of protected health information received from OCWCOG available to the Secretary of the United States Health & Human Services for purposes of determining OCWCOG's compliance with applicable law (in all events, CONTRACTOR shall immediately notify OCWCOG upon receipt by CONTRACTOR of any such request and shall provide OCWCOG with copies of any such materials).
9. Hold harmless, indemnify, and defend OCWCOG from any claim, suit, action, fine or penalty of any type whatsoever based in whole or in part on CONTRACTOR'S failure to comply with applicable laws protecting covered health information.
10. Upon termination of this agreement, CONTRACTOR shall promptly return all protected health information received from OCWCOG. If the return of protected health information is not feasible, CONTRACTOR shall continue the protections required under this contract to the protected health information consistent with the requirements of this Attachment and the HIPAA privacy standards.
11. Confidentiality: The CONTRACTOR agrees that all data and information belongs to OCWCOG. CONTRACTOR may not disclose information to any third party without written permission from OCWCOG specific to the particular information, describing terms under which CONTRACTOR may make that particular disclosure and the uses that may be made of the data or information.

Signed:

Ryan Vogt
Executive Director
Oregon Cascades West Council
of Governments

Date

Name
CONTRACTOR

Date

ATTACHMENT D

Contractor Invoice
For Services Performed for
Oregon Cascades West Council of Governments

Please submit this invoice at the beginning of each month for the previous month's work.

Contractor Name:

Contractor Mailing Address:

City:

State:

Zip:

Contract Name/Number:

For time Period:

From:

To:

Amount Due:

Signed:

Date:

See below for the Summary of Work performed: