



OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

Request for Proposals for Professional Services:
Linn and Benton EPA Coalition Grant Implementation

Issued: January 9, 2024

Submittals must be received by: February 15, 2024, 5:00 p.m. (PST)

Single Point of Contact:

Justin Peterson, Community and
Economic Development Planner
Oregon Cascades West Council of
Governments
1400 Queen Ave. SE
Albany, OR 97322
jpeterson@ocwcog.org
541-924-8420

TABLE OF CONTENTS

PURPOSE	2
ABOUT THE ORGANIZATION	2
SCOPE OF WORK	2
SCHEDULE	5
TERM OF CONTRACT	6
SUBMITTAL REQUIREMENTS	6
A. Letter of Interest	6
B. Threshold Requirements	6
a. Evidence of Insurance	7
b. Business Registry	7
c. Pay Equity Compliance	7
C. Main Proposal	7
a. Experience and Capacity	8
b. Cost Proposal	8
c. Proposed Methodology	8
d. References	8
e. Minority, Women, Veteran and Emerging Small Business Participation	9
SELECTION CRITERIA AND PROCESS	9
A. RFP Schedule	9
B. Questions/Requests for Clarification	10
ATTACHMENT A - RFP SUBMITTAL REQUIREMENTS CHECKLIST	14
CHECKLIST DISCLAIMER	14
ATTACHMENT B - CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN	15
ATTACHMENT C - PROPOSER INFORMATION AND CERTIFICATION SHEET	18
ATTACHMENT D - RESPONSIBILITY INQUIRY	20
ATTACHMENT E - COMPLIANCE SIGNATURE FORM	23
ATTACHMENT F – SAMPLE CONTRACT	24

Oregon Cascades West Council of Governments (OCWCOG) is requesting interested parties to submit a Proposal to provide professional services related to technical and project assistance to OCWCOG in support of its FY23 Brownfields U.S. Environmental Protection Agency (EPA) Assessment Coalition grant for the Linn and Benton Region (FY23 Assessment Coalition Grant).

PURPOSE

The Request for Proposals (RFPs) is being issued by OCWCOG. The purpose of this notice is to invite firms to submit their proposals to OCWCOG to provide various professional services under its grant. This solicitation is being issued in part to comply with Federal and State procurement standards that are applicable to hiring consulting firms to assist communities with grants awarded including, but not limited to, 2 CFR 200.317 – 2 CFR 200.327 and 2 CFR 1500. All notices related to this RFP will be posted on OregonBuys which is accessible at: <https://oregonbuys.gov/> and the OCWCOG website. OCWCOG encourages Disadvantaged Business Enterprises to apply.

ABOUT THE ORGANIZATION

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, Small Business Lending, 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.

SCOPE OF WORK

Introduction:

Through this RFP, OCWCOG, is seeking competitive proposals from qualified and experienced individuals or firms (hereafter, "Proposers") for consulting services to provide professional services to assist OCWCOG in completing various professional services to carry out the tasks included in the Coalition Grant. OCWCOG and the successful proposer will develop a project scope of services to fulfill the project requirements under the Work Plan. OCWCOG reserves the right to seek clarifications of

each proposal. This RFP outlines the information that must be submitted by the Proposer to be considered for selection.

Background:

Oregon Statewide Planning limits urban development to lands within urban growth boundaries. Within those boundaries, many properties have barriers and limitations to development potential because of contamination from previous uses. In the Linn and Benton County region there is a shortage of development-ready lots, which results in challenges associated with recruiting and retaining businesses due to this lack of viable land. The opportunity with brownfield assessment and mitigation is ultimately to increase the utilization of vacant property already connected or in close proximity to infrastructure and increase the economic vitality of cities in our region. OCWCOG wants to continue the momentum of two recently completed EPA brownfields grants in the region including a Coalition Assessment (CA) grant managed by OCWCOG in Lincoln County and a CA grant managed by City of Corvallis in Linn and Benton Counties.

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The primary objective of this project is to identify and characterize contamination at key sites, and work with property owners to position them for redevelopment aligned with community needs. The FY23 Coalition Grant, will provide funding to OCWCOG to conduct Environmental Site Assessments (ESAs), site specific clean-up and re-use planning, and area-wide planning for brownfields within the Target Areas comprised of Linn and Benton Counties including the partners of Lebanon (CT 309.04), Albany (CT 204), Tangent (CT 307), and DevNW (CT1.01).

Brownfields in Linn and Benton Counties range from large former industrial sites like timber mills and associated facilities, to smaller manufacturing or agriculture-related sites, like tractor and auto repair shops. Potential concerns include petroleum, hazardous substances, lead, asbestos, and pesticides.

Scope of Services

OCWCOG is seeking proposals from qualified and experienced individuals or firms for consulting services to provide technical and project assistance for the preliminarily identified tasks below. Proposers may suggest as part of their submission, different approaches, refinements, and improvements to the task, provided that they are maintaining the overall purpose of the project as outlined in the Work Plan. **The grant completion date is September 30, 2027.**

Task 1: Project Management and Reporting

Project Implementation: Project Management oversight will be conducted by OCWCOG's Staff. The selected contractor will assist with ensuring information for all reporting requirements (quarterly, annual, final close out, and Federal Financial Reports) are provided and that all deliverables are in accordance with EPA guidelines.

The selected contractor is expected to support OCWCOG with grant administration requirements, project management, and regulatory support as required.

A brief description of these items and submission requirements are provided below.

- The submittal of Quarterly Progress Reports in ACRES will be by the 30th of January, April, July, and October.
- Disadvantaged Business Enterprise (DBE) Reporting (also known as Minority Business Enterprise/Women-owned Business Enterprise – MBE/WBE).
- Federal Financial Reporting: Standard Form SF-425, Federal Financial Reports will be used to report annually on the financial status of grants.
- ACRES/Property Profile Form: After a site is selected and prior to any work being performed, property specific information will be submitted and regularly maintained via the on-line Assessment Cleanup and Redevelopment Exchange System (ACRES) database.
- Final Performance Report: The Final Quarterly Report will become the Final Performance Report. It will be submitted to the EPA Project Manager within 90 calendar days after the expiration or termination of the award.

Task 2: Community Involvement and Technical Assistance

Project Implementation: Educational materials will be created and outreach to community citizens and leaders will take place. Owners and developers will be solicited for their input. Outreach to the communities will include OCWCOG's project webpage, social media, and print materials. Public meetings will be offered in person as well as through a virtual platform to educate and inform the population of Linn and Benton Counties. The Selected Contractor will:

- Assist OCWCOG with creating its Public Involvement Plan (PIP) and participate and provide guidance when necessary, in Brownfield Advisory Committee (BAC) meetings, particularly with development of selection criteria for ranking potential sites.
- Provide technical assistance to property owners and local jurisdictions on the purchase, cleanup, and redevelopment of brownfield sites, including connecting them to appropriate resources.
- Community engagement to build consensus and support for public-private partnerships in cleaning up brownfields.

Task 3: Environmental Site Assessments (ESAs) Phase I and Phase II

Preparation of site eligibility forms and access agreements for privately owned properties will occur, and environmental assessments for the priority sites including Phase I and Phase II Environmental Site Assessments (ESAs) will take place. This task will involve the Qualified Environmental Professional (QEP) and reporting expenses, printing, and other eligible assessment-related expenses. Prior to Environmental

Assessment work, site eligibility determinations will be forwarded to EPA for eligibility approval. The selected Contractor will:

- Contribute updates to the 2022 inventory and post progress reports on OCWCOG's website.
- Research and summarize eligibility of sites based on discussions with Department of Environmental Quality (DEQ) and by utilizing the EPA site eligibility worksheet.
- Complete an estimated twenty (20) Phase I ESAs per ASTM standards to provide all appropriate inquiry defense for prospective property transactions and to identify any recognized environmental conditions (RECs).
- Complete an estimated eleven (11) Phase II ESAs to include full site investigations upon approval of the Quality Assurance Project Plan (QAPP), Health and Safety Plan (HASP) and Sampling and Analysis Plans (SAPs) as well as coordinate with EPA on the Endangered Species Act and National Historic Preservation Act (NHPA). A final draft document will be submitted to EPA and DEQ after internal client review and approval.

Task 4: Planning

Project Implementation: Evaluation of cleanup alternatives and reuse options for the assessed sites, with the focus on sites best suited for increasing housing density and economic development. Completion of Analysis of Brownfields Cleanup Alternatives (ABCAs)/reuse plans will take place. The selected Contractor will:

- Prepare ABCAs for each site where a proposed cleanup is anticipated. The ABCA will summarize the site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.); cleanup standards; and applicable laws. The ABCA will also discuss at least two alternatives considered and evaluated in terms of effectiveness, feasibility, and costs, and then recommend a proposed cleanup plan.
- Prepare a final cleanup plan to describe site remediation addressing identified contamination.
- Prepare plans to support the redevelopment of select properties including but not limited to: community and economic development feasibility studies, real estate market analysis to determine highest and best use and physical site planning - including land use assessments and infrastructure evaluations.
- Integrate environmental cleanup with property redevelopment; site disposition and reuse vision and assessment work to facilitate redevelopment strategies.

SCHEDULE

OCWCOG requires that the successful Proposer begin work immediately upon contract issuance; and that the selected Proposer diligently pursue completion of the work. Work required will proceed along the timeline and critical path as agreed upon by OCWCOG

and the selected Proposer as well as the EPA approved timeline identified in the Work Plan.

TERM OF CONTRACT

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to four (4) years, with the possibility of an extension. OCWCOG may amend or extend this contract beyond the initial four years to accommodate the terms and conditions of the FY23 Brownfields Assessment Coalition Grant or future EPA grants awarded to OCWCOG within this four-year period provided a market survey conducted by OCWCOG indicates that the prices the contractor proposes are reasonable. The grant application is expected to be completed by September 30, 2027.

OCWCOG reserves the right to cancel the work and application at any time that OCWCOG determines it is in the public interest to do so. See the Reservation of Rights section for additional detail.

SUBMITTAL REQUIREMENTS

RFP responses must be submitted via e-mail to jpeterston@ocwcog.org by **5:00 PM PST on February 15, 2024**. Each proposer shall submit the all 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.** Proposers 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.

Submit the proposal electronically. Hard copy submissions will not be accepted. The submittal shall be no longer than 12 pages (including any organizational chart, required statements and schedule of fees).

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

A. Letter of Interest

Submit a Cover Letter of Interest signed by the Proposer, 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 Proposer and team.

B. Threshold Requirements

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

A statement disclosing any and all lawsuits, debarments, suspensions,

decertifications, administrative claims, fine proceedings or responsibility matters that the firm or any of its principals has been a party to in the past five (5) years;

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

- iii. Workers Compensation; and Employers Liability 500,000 each accident / \$500,000 policy limit / \$500,000 each employee

b. 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.

c. Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 as amended and shall not discriminate unlawfully 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.

"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

Provide the following information:

To ensure fair and equitable evaluation, the proposal should be organized into the following separate sections.

a. **Experience and Capacity**

The proposal shall include a summary of the following:

- Demonstrated experience in addressing contaminated properties and ability to complete the work.
- Documented experience working with federal and state agencies.
- Description of the firm's organizational structure and the names, qualifications and experience of key individuals, including sub-contractors if applicable. The chosen Contractor shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OCWCOG.
- Grant application and administration experience/capacity.
- Disclosure of any potential conflicts of interest.

b. **Cost Proposal and Project Budget**

The evaluation process is designed to award this procurement not necessarily to the Proposer that proposes the least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP. Submit a fully detailed budget including:

- Staff costs and any other expenses necessary to accomplish the tasks and to produce the deliverable under the contract.
- A current schedule of fees for all individuals involved in performing the subject consulting services; fees shall include all direct and indirect labor expenses, transportation costs, and other reimbursables.
- Staff hourly rates.

The total budget for the EPA brownfield assessment grant is \$1,000,000, covering the four (4) year performance period. This budget also covers some additional activities to be undertaken by the coalition members.

c. **Proposed Methodology**

The proposal shall include a complete description of the firm's proposed approach and methodology for the project. This section should convey firm's understanding of the proposed project and shall contain sufficient detail to convey the firm's knowledge of the subjects and skills necessary to successfully complete the project.

d. **References**

The proposal shall include at least three (3) references for similar services/projects that have been provided by the firm and the dates of service. Please include the reference name, company, email address and phone number. Also include a description of the services and key personnel who were involved in the project.

- e. **Minority, Women, Veteran and Emerging Small Business Participation**
OCWCOG encourages participation of Firms certified by the Oregon Certification for Business Inclusion and Diversity (COBID).

SELECTION CRITERIA AND PROCESS

The Selection Committee comprised of OCWCOG staff and potentially outside parties will review proposals 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.

OCWCOG reserves the right to award this opportunity based on the initial RFP response without oral presentations or interviews; however, oral presentations to or interviews with OCWCOG may be requested. OCWCOG may conduct interviews at its sole discretion. If interviewed, Proposers will be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract, among other things. References will also be verified.

OCWCOG reserves the right to reject any and all responses. Firms not selected are anticipated to be notified in writing by March 15, 2024.

A. RFP Schedule

- | | |
|--|--|
| 1) Issuance of RFP by OCWCOG | January 9, 2024 |
| 2) Deadline for Questions/Requests for Clarification | January 23, 2024 |
| 3) Submission of proposals | no later than 5 p.m. February 15, 2024 |
| 4) Deadline for Requests to Attend Public Opening via. Microsoft Teams | |
| February 15, 2024 | |
| 5) Public Opening | February 20, 2024 |
| 6) Evaluation completed | February 23, 2024 |
| 7) Interviews (if necessary) | February 29, 2024 |
| 8) Contract negotiated and signed | March 15, 2024 |

B. Questions/Requests for Clarification

Questions regarding this RFP should be submitted in writing via email to Justin Peterson, at jpeterson@ocwco.org prior to the deadline in the RFP Schedule above. Responses to all questions received will be posted on OregonBuys within three (3) business days of the deadline to submit questions.

EVALUATION CRITERIA AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes a team will evaluate the Proposals based on the following weighted criteria:

Experience and Capacity Demonstrated experience in addressing contaminated properties and ability to complete the work.	- 20 Points	40 Points
Demonstrated experience in effectively engaging with community members and federal and state agencies.	- 10 Points	
Demonstrated experience in successfully completing tasks/projects and supporting entities in grant administration.	- 10 Points	
Proposed Methodology and understanding of the scope of work		20 Points
Cost Proposal - Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services		30 Points
References / Related experience and capacity of project team/personnel		10 Points
Total for Proposal		100 Points

NEGOTIATION

After selection of a successful Proposer, OCWCOG may enter into contract negotiations with the apparent 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. Based on the cost proposal, OCWCOG may adjust the scope, schedule, or objectives of the project in any manner that is in the best interest of the public. If OCWCOG and the apparent successful Proposer are not able to come to terms that satisfy OCWCOG's project, policy and budget needs in a timely manner, as determined solely in the discretion of OCWCOG, OCWCOG may inform the apparent successful Proposer that the proposal is rejected and inform the next best ranked qualified proposer, review the cost proposal and negotiate with that proposer, and follow the same process with each qualified proposer until an agreement is reached or OCWCOG

determines that the RFP should be cancelled. Each proposer must 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 to 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. PDT on February 15, 2024 and must be e-mailed to: jpeterson@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. The Public Opening will be performed through Microsoft 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.

PROTESTS

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or term contained in the RFP. Potential Proposers may submit protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the RFP contact **in writing no later than seven (7) calendar days prior to the Proposal submission deadline**. OCWCOG will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or terms. OCWCOG will resolve all timely submitted protests in accordance with OCWCOG's policies. OCWCOG will address all timely submitted requests for change within a reasonable time following OCWCOG's receipt of the request and once addressed, will promptly issue a written decision on the request to the Proposer who submitted the request.

Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection and the reason for the protest, per ORS 279B.410 to the RFP contact within **seven (7) calendar days after the date of the selection notice**. OCWCOG will not consider any protest submitted after this submission deadline. OCWCOG will consider and respond in writing to a protest in a timely manner.

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. OCWCOG shall not be liable for the Proposer's damages or costs for filing the protest, on any basis, express or implied.

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.

The remainder of this page has intentionally been left blank

ATTACHMENT A - RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Evidence of Insurance
- Similar Work Experience, Qualifications Documentation
- Narrative examples of three (3) projects that are similar in nature to projects described in the RFP
- Understanding of Work and Approach Documentation
- 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, 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

PROFESSIONAL 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 **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

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.

Signed:

Ryan Vogt	Date	Name	Date
Executive Director		CONTRACTOR	
Oregon Cascades West Council of Governments			

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.

- 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.

EXHIBIT A

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.

EXHIBIT B

**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: