REQUEST FOR PROPOSAL
RFP# CED 2024-02
Consulting Services to update and complete the 10-year strategic plan to end homelessness in Central Oregon

CLOSE DATE: April 22th, 2024 by 12:00pm Noon

DESCRIPTION: **Consultant services –** Consulting and facilitating the process of updating a 10-year strategic plan to end homelessness in Central Oregon.

CONTACT: **Kimberly Banner, Executive Coordinator, Central Oregon Intergovernmental Council ("COIC")**

PHONE: **(541) 548-8163**

***E-M** AIL:* **kbanner@coic.org**

LOCATION: **The solicitation document may be reviewed online at https://www.coic.org/open-procurements/ or in person at 1250 NE Bear Creek Road, Bend, OR 97701**

THIS IS A FORMAL PROCUREMENT.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Request for Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above.

FOR MORE INFORMATION please refer to "Instructions to Proposers" (page 2).

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INSTRUCTIONS TO PROPOSERS

A. PROPOSAL PREPARATION AND SUBMISSION:

1. GENERAL INFORMATION: The Central Oregon Intergovernmental Council (COIC) is seeking proposals from qualified firms or individuals interested in providing consulting and facilitation services in updating the 10-year strategic plan to end homelessness in Central Oregon. This plan will align regional efforts within the OR-503 Central Oregon Continuum of Care (CoC) and ensure priorities and goals moving forward are informed by best practices.

2. PROPOSAL FORMAT: **Proposals must be submitted to COIC in electronic format via email to kbanner@coic.org.**

Inquiries must be directed to COIC by e-mail: kbanner@coic.org

Faxed submissions will NOT be accepted.

COIC is not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

All proposals become part of the public file for the project, without obligation to COIC. COIC reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense and COIC is not responsible for any expenses associated with the preparation of the proposal.

Proposals for this project should include a narrative that conveys your understanding of the project's purpose and goals, including the Scope of Services, and how your firm will assist COIC and our project partners in meeting these goals. The description should demonstrate the firm's capabilities, approach, and problem-solving abilities to accomplish each component of this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications, and areas of responsibility.

The Proposal must contain at minimum the following information:

(a) **Organizational Profile, Structure and Qualifications** - Provide a summary profile of the firm/organization, including:
- Firm name, address, contact information, and the name of the primary contact in reference to this proposal;
- Information about your firm, including: the year founded and form of organization (corporation, partnership, sole proprietorship, non-profit organization, etc.), background, size, types of services provided, and types of projects completed;
- Any professional accreditations held by the firm/organization; and,
- Provide a resume(s) with a description of educational background, degrees and certifications earned, and relevant work history and level of experience for all staff performing professional work under the scope of services.

b) **Relevant Experience** – Describe your experience:
- Demonstrate understanding of and experience managing projects with defined contractual obligations and deliverables;
- Demonstrate experience with service providers and public partners;
- Demonstrate experience facilitating meetings and progressive engagements with project partners;
- Demonstrate experience working on projects involving strategic planning efforts in the realm of housing and houselessness;
- Demonstrate experience providing expertise on system improvement models and embracing equity in developing regional improvements.

(c) **Statement of Work** – Describe your understanding of the project's purpose and goals and provide a summary of how the Proposer will use this understanding and meet the responsibilities as outlined in Exhibit A – Scope of Services.

(d) **Hourly Rates** – Due to the unique approach applicants may take towards this project, we are evaluating cost through hourly rates with an estimated number of hours dedicated to the project rather than a total fee

estimate. This is due to facilitation challenges centered around the very contentious aspects of housing and homelessness. Hourly rates will not be solely used to select the Proposer. COIC will seek the services of the most qualified contractor and project team for this project.

- Provide hourly rates for each team member that will be assigned to this project, and an estimated range of time that each listed team member is expected to work on each task area as stated in the Scope of Services to be provided in Exhibit A.
- Include line items for contracted work, if applicable.

(e) **Reference Page** – Include at least three (3) but no more than five (5) references. References can include government clients, non-profit clients, or private enterprise clients for whom your firm has provided similar services. References should include individuals who can speak knowledgeably about the team members proposed for this project. COIC reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule and within budget.

(f) **Signature Page** – All proposals must be signed and dated prior to submission deadline.

(g) **Page Limit –** Please limit proposals to no more than 30 pages in length, including any boilerplate material.

Questions – Any questions concerning the meaning, definition or interpretation of the contents of this Request for Proposal must be submitted via email to Kimberly Banner, kbanner@coic.org. Responses to all questions will be emailed to all known prospective proposers, posted on the COIC web site: www.coic.org, and Homeless Leadership Coalition (HLC) website: www.cohomeless.org

3. SOLICITATION SCHEDULE: Following is a proposed schedule for the proposal and contractor selection process:

• Request for Proposals Advertised Beginning	April 10, 2024
• Deadline for Request for Clarification	April 17, 2024
• Answers to Questions and Requests	April 19, 2024
• Proposal Submittal Deadline	April 22, 2024
• Proposal Review/Proposal Scoring	April 22-26, 2024
• Estimated Posting- Notice of Intent to Award	April 29, 2024
• Negotiation/Development of Final Scope of Work	May 3, 2024
• Estimated Contract Start Date	May 6, 2024

4. POTENTIAL VALUE: COIC is declining to identify a maximum budget to support the work of the Consultant services described in this RFP. Instead, COIC is requesting that Proposers provide hourly rates for services along with a total cost estimate for the services to be provided that will allow COIC to select the consultant that best meets the project's needs at the time of selection.

The funding source for payments of any contract resulting from this RFP will be local agency and state funds. As such, the selected contractor will be required to meet and comply with all applicable state and federal regulations for state and federal funding.

5. PROPOSAL SUBMISSION: All electronic responses to this Request for Proposals must be delivered via email to Kimberly Banner, kbanner@coic.org by 12:00PM Noon, April 22, 2024.

Proposals submitted after that date and time will not be accepted.

6. ACCEPTANCE OF PROPOSALS: COIC reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

COIC reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract will be awarded to any firm or individual responding to this RFP.

7. REQUESTS FOR CLARIFICATION OF RFP PROVISIONS OR SPECIFICATIONS; CHANGES OR MODIFICATIONS; PROTESTS: The appropriate means of seeking clarification of RFP provisions or specifications is through the submittal

of a request for clarification. Any Proposal that takes exception to the specifications or contractual terms of the Solicitation may be deemed non-responsive and may be rejected.

7.1 Request for Clarification: Any Proposer requiring clarification of any provision or specification of this Solicitation may submit a request for clarification to the RFP Contact. To be considered, the request for clarification must be in writing and must be received by COIC prior to the Deadline for Request for Clarification/Protests specified in Section 3 "Solicitation Schedule." Requests for clarification may only be submitted by an email message.

7.2 Response to Requests for Clarification: COIC will make reasonable efforts to promptly respond to each properly submitted written request for clarification. Should COIC determine that a clarification is significant in terms of universally affecting this Solicitation, COIC will post the clarification response on the COIC website. COIC may also informally respond to Proposers' questions. However, informal responses do not affect the provisions of the Solicitation. COIC is not responsible for nor required to respond to requests for clarification which are not submitted in time to reasonably provide a response, as such time is determined by the Agency. COIC's failure to respond to a request for clarification within any particular time period shall not affect this Solicitation in any way.

7.3 Protests of contract award are allowed pursuant to Oregon Revised Statute ORS 279B.410. An adversely affected Proposer may submit a written protest of the intent to award to the RFP contact within seven (7) calendar days after issuance of the notice of intent to award a contract. Subject to COIC's Protest Procedures, Protests received after this time will not be considered.

For more information regarding Protest Procedures, please refer to ORS 279A, ORS 279B, and the COIC Procurement page at https://www.coic.org/open-procurements/.

7.4 Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the proposal name and closing date and time. Proposers may not modify proposals after proposal closing date and time.

8. CHANGES IN SOLICITATION SPECIFICATIONS, REQUIREMENTS, OR TERMS: All specific service components, requirements, and criteria are defined in this Solicitation. COIC reserves the right to change, add or delete service components and requirements, should COIC become aware of information during the Solicitation period that would affect the intent or goals of this procurement in such a manner that changes would be in the best interest of COIC. Notice will be posted of any changes to this Solicitation that may occur, in accordance with Section 7. If COIC determines that changes to any specifications, requirements and terms of the Solicitation are in the best interest of COIC, COIC will post notice of the changes, including the complete original language of the affected section, and the new language of the affected section, on the COIC web site.

9. RESERVATION OF COIC RIGHTS: COIC reserves all rights regarding this Solicitation, including, without limitation, the right to:

(a) Amend or cancel this Solicitation without liability if doing so is in the best interest of COIC;
(b) Reject any and all Proposals upon finding that it is in the best interest of COIC to do so;
(c) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and to seek clarification from the Proposer, if required;
(d) Reject any Proposal that fails to substantially comply with all prescribed Solicitation procedures and requirements;
(e) Amend any contracts that are a result of this Solicitation, as permitted by applicable rule;
(f) Engage other contractors by selection or procurement independent of this Solicitation process and/or any contracts/agreements under it;
(g) Negotiate contract terms with the successful Proposer as specified in Section 13; or,
(h) Request revisions of individual Proposals after their submission and before any award, for the purpose of obtaining best offers.

10. PROPOSAL WITHDRAWAL: A Proposal may be withdrawn in writing on Proposer's letterhead signed by an authorized representative and received by COIC prior to the time and date set for Solicitation closing. A Proposal may

also be withdrawn in person before the time and date set for Solicitation closing upon presentation of appropriate identification.

11. INTENT TO AWARD ANNOUNCEMENT: COIC shall provide written notice of its intent to award a contract to all Proposers who have submitted a responsive Proposal by electronic mail, and generally by posted notice on the COIC website and HLC website. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to receive a contract award.

12. PERMISSIBLE NEGOTIATIONS: A sample of the form of contract to be awarded is attached as Exhibit C – COIC Professional Services Agreement ("Contract"). Generally, negotiations between COIC and any Proposer selected for award of a Contract shall be limited to negotiation of the final Contract Statement of Work, including but not limited to the services to be provided, the criteria and process for accepting the services, timelines and deliverables, and a Contract price that differs from a price submitted in a Proposal, provided the negotiations are within the scope of services described in this Solicitation. However, based on information received in any Proposals that may be submitted in response to this Solicitation, COIC may negotiate charges and payment on a different basis. Negotiations of standard COIC personal services agreement terms, including but not limited to the Insurance Requirements, shall be permissible if found to be in the best interests of COIC.

13. INSURANCE REQUIREMENTS: The apparent successful Proposer shall provide proof of required insurance as identified in Solicitation Exhibit E, within thirty (30) calendar days of notification of intent to award. Failure to present the required documents within the thirty (30) calendar-day period may result in Proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Solicitation prior to Proposal submission.

14. COST OF PREPARING AND SUBMITTING PROPOSALS: All costs incurred in preparing and submitting a Proposal shall be the responsibility of the Proposer and will not be reimbursed by COIC.

15. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Agreement attached as Exhibit C.

16. USE OF RECYCLED MATERIALS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

17. SOLE PROPRIETORS: If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. COIC's contract will remain with the initial contracting party and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

B. PROPOSAL EVALUATION AND AWARD:

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

3. MINIMUM REQUIRED PROPOSER QUALIFICATIONS: Proposers must meet the following minimum qualifications in order to be considered for any contract award resulting from this Solicitation. Proposers must possess the following qualifications, abilities, and experience; must be able to individually apply them in performing the required services; and Proposals must demonstrate the Proposer's possession of each attribute.

- Experience providing Consultant services for strategic planning and collaborative engagement in the context of planning for houseless services
- Experience facilitating public partner and non-profit service providers in a variety of settings
- Ability to perform the work, services and accommodate the schedule requirements described in Exhibit A.

- Ability to work in partnership with stakeholder experts.

4. EVALUATION CRITERIA: The following Evaluation Factors will be used to evaluate proposals submitted (100 points total):

a) Technical Qualifications of Firm and Personnel (20 points)
   - Proposer organization strength and stability
   - Experience and technical competence
   - Education and experience of project staff
   - Degree to which Proposer meets the required qualifications (listed previously in Section B, Item 3)

b) Related Experience (30 Points)
   - Experience with projects similar in scope and size to strategic plan
   - Experience working on projects where there is a diverse, multi-agency environment
   - Experience in regional strategic planning initiatives and collective impact processes
   - Experience in facilitating meetings and progressive engagements with project partners

c) Scope of Work Proposal (35 points)
   - Completeness of proposal
   - Demonstrated understanding of the work to be performed
   - Rigor of the analytical processes proposed to complete the work
   - Approach to be taken in completing the engagement
   - Approach taken to facilitating collaborative planning sessions
   - Demonstrated ability to coordinate Consultant work tasks with the Project Coordination Team and other stakeholder experts
   - Demonstrated to perform the work within a reasonable timeline

d) Reasonableness of Cost and Price (15 points)
   - Reasonableness of the individual hourly price and/or competitiveness of total estimated cost for services.
   - Adequacy of the data in support of figures quoted
   - Benefit and value provided for the cost

5. EVALUATION PROCESS: An Evaluation Committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include, but not be limited to, representatives from COIC's Community and Economic Development (CED) Department, and HLC partners.

COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

If the Committee elects to enter into discussions with responsive Proposers, each responsive Proposer will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)" at the close of discussions/negotiations. Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the "PROPOSAL EVALUATION CRITERIA" section and make a recommendation for award.

The Evaluation Committee shall recommend contract award to the responsive Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee. COIC's Executive Director shall have full authority over COIC's source selection and decision to award.

The RFP is not a contract and alone and shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may

commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFP process and start the RFP process again.

6. INVESTIGATION OF REFERENCES: COIC reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COIC may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.

7. CLARIFICATION AND NEGOTIATION: COIC reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.

8. NOTICE OF INTENT TO AWARD: Subject to ORS 279A, 279B, 279C, and COIC Procurement Policy, COIC will provide a Notice of Intent to Award prior to the formal proposal award by written notice emailed to all proposers. It will also be posted on the COIC website and HLC website. This shall serve as a notice to all proposers of COIC's intent to make the award to the most responsive proposer.

9. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requestor's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please refer to www.coic.org/public-records-request/ for instructions on how to make a public records request.

10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, COIC generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will COIC generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by COIC that a response was complete, sufficient, or lawful in any respect.

11. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by COIC and made a part of a file or record which shall be open to public inspection.

12. COMMENCEMENT OF WORK: Contractor shall commence no work under the contract to be awarded until all certificates of insurance, as required in the Professional Services Agreement (see Exhibit C) Standard Terms and Conditions for Professional Services Contracts, have been provided; a contract has been executed; and a Notice to Proceed has been issued by COIC.

13. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.

14. CONTRACTOR'S RESPONSIBILITES: The Contractor will be responsible solely to COIC for the scope of work of the contract to be awarded as outlined in Exhibit A, Scope of Services.

15. PAYMENT FOR CONTRACTOR'S SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Contractor shall not exceed, and COIC shall not pay any amount in excess of the pricing amounts established. The Contractor will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Statement of Work schedule.

Exhibit A – Scope of Services

1. Definitions

As used on this Project, the following terms and acronyms shall have the meanings defined for each in this section. Where multiple terms or acronyms have the same definition, such terms may be used interchangeably with one another.

- HLC – Homeless Leadership Coalition
- CoC – Continuum of Care
- HUD – US Department of Housing and Urban Development
- HMIS – Homeless Management Information System
- RHIP – Regional Health Improvement Plan
- RHC – Regional Housing Council
- CHRO – Coordinated Houseless Response Office
- EHTF – Emergency Homelessness Task Force

2. Background

The Central Oregon HUD-designated Continuum of Care (CoC), also called, the Homeless Leadership Coalition (HLC), is required by HUD to develop a regional plan to identify key needs, investment priorities, and coordination and delivery of services. In 2011, Central Oregon completed a 10-year plan to end homelessness, called the High Desert Home plan, to help address the growing crisis of homelessness. Homelessness in Central Oregon, and the United States broadly, has only worsened due to a wide array of socio-economic circumstances. It's time to update our shared plan with todays' conditions, address areas of success and areas for improvement, and work together to ensure that the plan is strategically implemented.

The original plan was supported by a collaborative group of local government staff, non-profit partners, and community members, which ensured that as many perspectives and ideas as possible were brought to the table in the planning process. Although houselessness is often most visible in our urban environments, it's an issue that faces both rural and urban communities, and so regional collaboration is necessary for the most impact.

Other regional housing initiatives are occurring alongside the CoC effort to update their 10-year strategic plan. The Coordinated Houseless Response Office was founded in Deschutes County with funding from HB4123 and developed their own 5-year strategic plan as a product of their work. This is the most recent strategic planning effort in Central Oregon related to housing and homelessness. This process was not new but was built from efforts of the EHTF prior to forming. Links to these strategic plans can be found below. COIC has developed a new Regional Housing Council with a broad mandate to coordinate regional housing and houseless issues. This body will include elected representatives from the region's cities and counties alongside key stakeholders and this group can help serve as a regional governance entity to ensure strategic priorities and goals are implemented.

https://www.deschutes.org/community/page/coordinated-houseless-response-office

https://www.bendoregon.gov/government/committees/emergency-homelessness-task-force

https://cohomeless.org/what-we-do/plan-to-end-homelessness/

3. COIC role

COIC's mission is to "serve the local governments of Central Oregon, providing regional collaboration, efficiency and service delivery for a strong local economy and quality of life". One of COIC's key functions is to help provide and support region-scale collaborative efforts aimed at addressing regional priority needs. In 2021, COIC entered their first Lead Agency MOU with HLC to act as it's Collaborative Applicant for annual federal funding and provide ongoing administrative support to their efforts.

COIC is the overall project manager for the strategic plan update. COIC's roles include the following:

- Contracting, employing, and supervising all contractors and personnel assigned to and/or employed for or concerning the strategic plan
- Managing and supervising all contractors retained for the strategic plan
- Incurring and paying, on the behalf of the Parties in accordance with this Agreement and the approved Budget, all strategic plan expenses

- Expending funds in accordance with the approved Budget
- Providing (or causing to be provided) all Project related personnel, insurance, legal advice, and management support in accordance with this Agreement and the approved Budget
- Administering the invoice process
- Providing, generally for the audit, accounting for, reporting, receipt, and custody of strategic plan funds
- Serving on the Steering Team for this effort

COIC serves as a neutral convener to help agencies and organizations agree on how to address regional issues and align resources and actions to implement solutions. COIC does not have a service provision role in housing or homeless supportive services. Technical knowledge related to the development of the Plan will be provided by HLC members and the selected consultant(s).

4. Geographic Scope – Central Oregon (Deschutes, Crook, Jefferson Counties and the CTWS)

The Central Oregon CoC is defined as the counties of Deschutes, Crook and Jefferson along with the Confederated Tribes of Warm Springs. The Plan is specific to these geographic regions despite having an outsized impact in the Klamath Basin and counties east of the CoC.

5. Plan Timeframe and Evaluation/Monitoring

While most of this process will be focused on creating or updating the plan to address houselessness, an area for improvement from the last Strategic Plan relates to committing to continued revision and assessment of progress on the plan. This would likely take the form of an annual or semi-annual meeting or event to share performance, progress and road blocks toward goals and ensure that goals are still aligned with best practice and/or community need. The final Plan will have this process of review and refinement built into the Evaluation and Monitoring Plan.

The Plan will have an initial timeframe of a rolling 3-5 years, to be updated on an annual basis.

6. Steering Committee and Executive Committee

A Steering Committee has been formed for the purpose of guiding this effort. It plans to meet at least monthly throughout the project to develop the new strategic plan into a finished product. This group comprises expertise across the region in healthcare, service provision, education, affordable housing, and public partner agencies.

Name	***Organization***
Eliza Wilson	J Bar J Youth Services
Lindsey Stailing	Mosaic Community Services
John Lodise	Shepherd's House Ministries
Scott Aycock	Central Oregon Intergovernmental Council
Erik Nelson	Central Oregon Intergovernmental Council
Anthony Mitchell	Jefferson County Faith-Based Network
Stacey Witte	REACH Out
Donna Burklo	Family Kitchen
Sierra Hopper	Mountain View Community Development
Brook O'Keefe	City of Bend
Leah Powers	Deschutes County Behavioral Health

Alison McKinney	Oasis Village
Becca Rae	Community Member
Molly Heiss	NeighborImpact
Ben Scott	NeighborImpact

Executive Committee – This small group meets bi-monthly and makes all final and substantive decisions regarding strategic plan. The Strategic Plan Executive Committee is composed of the HLC Executive Committee and COIC Leadership.

7. Sources of Information

Organizations within the community have the data we need to make informed decisions. The Consultant will leverage existing data sources like the most recent data from the annual Point in Time Count, the Homeless Management Information System (HMIS), databases that NeighborImpact maintains as the designated lead agency, other data NeighborImpact may have as the regional Community Action Agency, Service Utilization Data from healthcare providers, Community Health Indicators, Housing Production needs from the State and/or Cities, and other relevant information. In addition, the Plan should benefit from lived experience feedback solicited via stakeholder groups, surveys and Youth Advisory Committee and other sources; sector-specific surveys or listening sessions that discuss inflow/outflow and housing navigation barriers; and review of other available strategic plans and strategies such as the Central Oregon Health Council's Regional Health Improvement Plan (RHIP), the Envision Bend 5 year plan, NeighborImpact and Housing Works strategic plans, as well as any other relevant regional or local planning efforts. Relevant data sources will be reviewed that expand the information we have available from the HMIS Lead Agency. Portland State University may be a resource for homeless data analysis.

8. Project Scope of Work

This scope of work is for a professional consultant facilitator to update and develop the 10-year plan to end homelessness in Central Oregon. The Consultant plays a key role in engaging partners and facilitating development of the strategic plan.

Following is a high-level estimate of the types of services expected from the selected proposer. The final scope of work and timeline will be determined during contract negotiation:

Task 1: Orientation and Kickoff

The first task of this project involves forming the structure of the strategic planning and development process. This phase will be critical to successfully keeping a diverse group of stakeholders on track to continue the shared work of this project.

(Some of the items in this task will be completed in part during the contract negotiation process.) Detailed services to be provided by the Consultant in this task include, but are not limited to:

a. Organizing a project kickoff meeting or meetings.
b. Reviewing the Project information -e.g. the existing Strategic Plan, other related regional plans, state and federal guidelines and plans/priorities, etc. created to date.
c. In consultation with the Steering Committee, developing a framework for development including, but not limited to:
    - Partner engagement methodology including meeting types and necessary sub-committees
    - Project organizational tools
    - Master timeline to include scheduling joint meetings and tentative work sessions between stakeholders
    - Finalizing roles and responsibilities of parties
    - Identifying data needs for system improvement goal setting
    - Development of mission and values statements

Task 2. Stakeholder Engagement, Plan Development, and Plan adoption(s)

a. Conduct data analysis from existing data sources (see section 7 for sources of data, including "hard data", organization input, lived experience, etc.)
b. Conduct stakeholder engagement to identify needs and solutions
c. Engage key decision-makers early and often in the plan process, in order to ensure that all needed parties are ready to endorse the Plan and commit to implementation roles, as per Collective Impact principles. These groups include, but are not limited to:
    i. HLC Board
    ii. Regional Housing Council
    iii. COIC Board
    iv. NeighborImpact
    v. HousingWorks
    vi. Cities and Counties
d. Develop initial drafts of Plan sections and submit for Steering Committee review coinciding with Steering Committee meeting schedules.
e. Participate in internal staff coordinating meetings, as requested
f. Providing written and oral Project updates to the Steering Committee, COIC staff, and Executive Committee when requested
g. Prepare initial draft Plan and manage stakeholder review processes
h. Prepare and submit final Plan resulting from feedback processes
i. Develop a Strategic Plan slide deck.
j. Participate in regional governance board reviews and endorsement processes
    i. Help present the Plan, answer questions, and help COIC staff get the Plan adopted, with commitments to implementation, by relevant regional partners, including the partners listed in section c. above.

The strategic plan is meant to be updated to incorporate the current state and trends of housing and homelessness in the region, state, and nationally. Historically successful initiatives will need to be updated along with identifying challenges and barriers experienced over the last 10 years. The solutions and strategies must specifically address the systemic core afflictions of homelessness. These include the overwhelming cost-burden of living expenses, access to medical treatment, mental health crisis response, and addiction treatment.

Anticipated Plan Outline:

1. Executive Summary
2. Introduction and Regional Overview
3. Available Resources and Existing Efforts
4. Needs Assessment
    a. Region-wide and individual geographies
    b. General Populations
    c. Special Populations
        i. Chronic homeless
        ii. Veterans
        iii. Youth
        iv. Seniors
5. Strategies/Actions
    a. Built for Zero overview
    b. Region-wide and individual geographies
        i. General
        ii. Special Populations
            1. Chronic homeless
            2. Veterans
            3. Youth
            4. Seniors
6. Implementation Plan
7. Evaluation/Monitoring Framework

9. 6. Other Project Requirements

The selected Consultant will work collaboratively with COIC, the Steering Committee, the Executive Committee, and additional regional stakeholders regarding all internal and external communications in regard to the strategic plan to make sure a consistent message is conveyed, duplication of effort is avoided, and uniform understanding and knowledge is possessed by all participants and stakeholders.

Copies of all written documentation which the Consultant must produce, or ensure provision of as deliverables under this Agreement, must be delivered to COIC in an electronic format, using the Microsoft Word application format for all narrative portions of those documents. Different applications may be used to create and deliver any non-narrative components of the required written documentation or other materials. *Project Manager shall not deliver written documentation in Adobe PDF format or any other "protected format" that would prohibit the COIC from extracting or manipulating the document content*.

Exhibit B – COIC Professional Services Agreement

(see below)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 ("COIC"), and << >>, an <<entity type>>, is entered into this <<day>> of <<month>>, 2022 and made effective upon full execution.

RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the "Services").

1.2 Standards. Contractor will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Contractor's ability, and (iv) according to industry standards (*see also* Section 5.1, below).

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.2. Contractor's timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor's performance of the Services, is of the essence.

1.4 Term of Contract. Unless terminated sooner under the provisions of this contract, the contract shall be through <<date>>.

2. COMPENSATION

2.1 Compensation. COIC will pay Contractor up to a maximum of $<<amount>> in accordance with the compensation schedule set forth in Schedule 2.1.

2.2 No Benefits. COIC will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

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2.3 No Reimbursement of Expenses. Expenses incurred by Contractor and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.

3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of COIC. Contractor is not an employee of COIC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

3.2 Taxes. COIC will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between COIC and Contractor and does not establish a joint venture or partnership between COIC and Contractor. Contractor does not have the authority to bind COIC or represent to any person that Contractor is an agent of COIC.

3.5 Oregon Public Contract Provisions. This contract is subject to the Oregon Public Contract Provisions in Exhibit B. These provisions are updated periodically and new applicable provisions shall be applied.

3.6 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 2.1, this Agreement without Exhibits, Exhibit A, and Exhibit B.

4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or

(iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to COIC as follows:

5.1 Quality of Services. Contractor will perform Services in accordance with industry standards and to the standard of care that other similar professionals would perform the same work, in the same locality, at the same time, and under the same conditions. Contractor will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement.

5.2 Insurance. Contractor must provide insurance meeting the requirements of Exhibit A, attached and incorporated herein.

5.3 Workers' Compensation Insurance. Contractor will comply with Workers' Compensation Insurance referenced in Exhibit A.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Contractor and/or Contractor's Representatives (as defined below), and or/ (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services. Contractor's indemnification obligation provided herein will survive the termination of this Agreement.

Contractor shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally wrongful acts or omissions of the Contractor, or any of its officers, agents, employees, or subcontractors ("Claims").

Neither Contractor, nor subcontractor(s), nor any attorney engaged by Contractor or its subcontractors, shall defend any claim in the name of the State or any agency of the State of

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Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies,

without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any party is prohibited from defending State or that any party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to COIC upon the earlier of COIC's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to COIC will become the property of COIC who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible (including any claims which may be brought against COIC), and Contractor will be liable to COIC for all losses arising there from, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of six years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request.

6. WARRANTY

Contractor warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the Parties, the Contractor, without additional compensation, will correct those services not meeting such a standard.

7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that Contractor creates for or on behalf of COIC during the term of this Agreement.

7.2 Assignment. Contractor assigns to COIC Contractor's entire interest in and to the Creative Work, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work.

7.3 Moral Rights. Contractor assigns to COIC any moral rights that Contractor may have in the Creative Work and waives any right to assert any moral rights in any portion of the Creative Work.

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7.4 Perfection. At the request and expense of COIC, Contractor will sign such documents and take such actions that COIC deems necessary or appropriate to perfect, protect, and evidence COIC's rights in the Creative Work.

7.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of COIC, (ii) disclose Confidential Information on a need-to-know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies COIC of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives" means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor's Representatives without COIC's specific prior written authorization, and (iii) exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, Contractor will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

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8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or specifically to enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

9. TERMINATION

9.1 Termination by Mutual Agreement or COIC's Prior Notice. This Agreement may be terminated at any time by the mutual written consent of COIC and Contractor. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to Contractor.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services due to Contractor's breach of its obligations under this Agreement; and/or (iv) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Contractor. COIC will pay Contractor for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from Contractor to COIC.

9.4 **Availability of Funds.** COIC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the

current budget; however, Contractor understands and agrees that, if COIC does not receive or appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. COIC will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, COIC will have no further obligation to Contractor for payments beyond the termination date.

9.5 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.5.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

9.5.2 Contractor may not incur obligations or liabilities after Contractor receives proper Notice of termination.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:	To Contractor:
Central Oregon Intergovernmental Council	<<Name>>
Attn: Contracts	<<Address>>
1250 NE Bear Creek Rd	<<CSZ>>>
Bend, Oregon 97701	Facsimile No.:
contracts@coic.org	Email

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding

between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Contractor will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to

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recover from the other party all expenses incurred in connection with the arbitration, including

reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Quantity of Work throughout Contract. The quantities specified in this contract are estimates only. COIC retains the right to revise quantities of hours, and thereby the contract amount as business needs change subject to an equitable adjustment in scope, fee, and schedule. COIC shall give the contractor 30-day notice of any such change.

10.14 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

COIC:	**CONTRACTOR:**
Central Oregon Intergovernmental Council	<<Contractor>>
an Oregon entity organized under ORS Chapter 190	an <<Entity Type>>
Signature_____	Signature _____
By: Tammy Baney	By: _____
Its: Executive Director	Its: _____

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SCHEDULE 1.1

Description of Services
(Scope of Work)

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SCHEDULE 1.2
Schedule of Services

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SCHEDULE 2.1

Compensation Schedule

COIC will pay Contractor in accordance with the following compensation schedule:

1. Compensation

A. Invoice for Completion of Defined Tasks

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EXHIBIT A
Contractor Insurance Requirements

GENERAL.

Contractor (including its subcontractors, agents, etc.) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 per accident, $500,000 policy limit for bodily injury by disease and $500,000 each employee for bodily injury by disease must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), $4,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate.

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. PROFESSIONAL LIABILITY INSURANCE. Professional liability insurance with limits of not less than $1,000,000 per claim, and $2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

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Exhibit B Oregon Public Contract Provisions

1. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

2. INSPECTIONS: Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

3. PAYMENT: Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

4. STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants that: (a) the Goods are new, current, and fully warranted by the manufacturer; (b) Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture; (c) Contractor shall comply with the tax laws of this state and all political subdivisions; and (d) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

6. TERMINATION: (i) The Parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision, including the representations and warranties related to liquidated and delinquent debt, or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

Failure to comply with the tax laws of this state or any political subdivision or violation of Contractor's warranties related to compliance with the tax laws of this state and any political subdivision of this state also constitutes a material breach of this PO. Any violation entitles Agency to terminate this PO, to pursue and recover any and all damages that arise from the breach and the termination of this PO, and to pursue any or all of the remedies available under this PO, at law, or in equity, including but not limited to: termination of this PO in whole or in part; collection by administrative offset or garnishment, if applicable, or withholding amounts otherwise due and owing to Contractor without penalty.

7. **HOLD HARMLESS:** *Contractor shall indemnify, defend, and hold harmless the State and it agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the intentional misconduct, recklessness or negligent activities of Contractor, its officers, subcontractors, agents, or employees under this PO.*

8. **GOVERNING LAW, JURISDICTION, VENUE:** This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or consent to the jurisdiction of any court.*

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the Parties to the PO and their respective successors and assigns.

11. ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives, access to the Records, including reviewing, auditing, copying, and making transcripts.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

17. AMENDMENTS: All amendments to this PO must be in writing, signed by Agency.

18. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the Parties remain in effect.

19. WAIVER: Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

20. AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

21. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

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