

Lane County Health & Human Services

REQUEST FOR PROPOSALS

Access Center Services:

- Adults – Eugene
- Families – Eugene
- Families – Springfield
- Youth

July 1, 2024 through June 30, 2025

Renewable through June 30, 2028

Submit Proposals to:

Hillary Zibell

Hillary.Zibell@lanecountyor.gov

Deadline:

12:00 noon (P.D.T), Wednesday April 3rd, 2024

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You are hereby requested to respond to the following Request for Proposals by 12:00 noon on 4/3/2024. Proposals received after deadline(s) will not be accepted.

PART I - GENERAL INFORMATION

Introduction

Lane County is an Equal Opportunity Employer, and the Lane County process of contracting is built on the principles of equity, consistency and understandability.

Lane County Department of Health & Human Services is seeking proposals from providers to provide Access Center Services. The RFP seeks to fund four homeless day access centers:

- Adult Single (location must be in Eugene)
- Families (location must be in Eugene)
- Families (location must be in Springfield)
- Youth

The term of the contract arising from this Request for Proposals will be July 1, 2024 through June 30, 2025. The contract may be renewed through June 30, 2028 based on revenue availability, contractor performance and/or need.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

Contract Requirements

- A. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
 1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.
 2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination in employment
 3. ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights

- B. Contractor must comply with the following:
 - 1. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage.
 - 2. Automobile insurance with Lane County named as additional insured is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability insurance is required if services are provided by licensed staff. Insurance requirements are outlined in Exhibit H of Lane County contract.

Proposal Preparation and Submission

- A. To be received and considered, all proposals must be in writing and signed by the bidder or the bidder's authorized representative. Proposals must be submitted in the manner specified in the RFP documents.
- B. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals. All proposals must be submitted as a single PDF document.
- C. By signing and returning a proposal, the proposer acknowledges that the proposer has read and understands the terms and conditions applicable to the proposal documents and that the proposer accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.
- D. Each proposer must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.
- E. All proposals submitted are subject to public inspection, with the exception of information covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a bid constitutes the proposer's acceptance of this responsibility.
- F. A proposer may not modify its proposal after submission. A proposer may withdraw its proposal at any time prior to RFP closure and may submit a replacement proposal in accordance with the required submission procedures.
- G. Proposals will be received by Program Services Coordinator, Hillary Zibell, until 12:00 noon PDT on 4/3/2024. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to Hillary.Zibell@lanecountyor.gov. The County will not consider any proposal received after the time and date stated in the RFP document.
- H. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. Each proposer is responsible to verify for itself if any addendum

has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposal received and will become part of any resulting contract.

- I. The County reserves the right to cancel a solicitation or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public bidding procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so The County may also:
 - 1. Issue a subsequent Request for Proposals for the same or similar goods or services
 - 2. Solicit supplemental information only from those bidders that submitted bids, if in the public officer's judgment, it is unlikely re-advertising publicly would lead to greater competition
 - 3. Not award a contract for the requested services
 - 4. Waive any irregularities or informalities
 - 5. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
 - 6. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
 - 7. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal.
 - 8. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability
 - 9. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer
- J. The County will not examine any proposal prior to opening. However, the public officer may, but is not obligated to, examine proposal documents submitted electronically to verify receipt of the electronic submission in an intact condition. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by PSC Name, PSC Title. Any proposal or modification received after the designated deadline will not be opened or considered. Proposals submitted in response to an RFP may be opened in a manner to avoid revealing contents to competing proposers in accordance with ORS 279B.060(6)(a).
- K. Proposals submitted are not subject to public inspection until a notice of intent to award has been issued.
- L. All proposals must be irrevocable for not less than thirty (30) days from the time of opening of proposals, unless otherwise stated in the RFP documents. The proposals of all proposers will remain irrevocable and binding, and any proposal securities will be retained by the public officer,

until a contract has been executed and the contractor has provided any and all required performance bonds and insurance certificates.

Proposal Evaluation and Award

- A. Proposal evaluation will be conducted by the public officer in cooperation with the department requesting the RFP, if any, based on the requirements of the RFP, compliance with procedures, public contracting laws, and the requirements of the Lane Manual, including:
 - 1. Application of preferences for Oregon goods and services, resident bidders, recycled goods, and printing, pursuant to ORS 279A.120 to ORS 279A.128 and ORS 282.210.
 - 2. Investigation and determination of responsibility requirements pursuant to ORS 279B.110.
 - 3. Where the proposal includes more than one (1) price or alternative, any calculation and evaluation necessary to determine the most responsive proposal. The County may use the methods described in OAR 137-049-0380(2) or such other method as the public officer deems reasonable. Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.
- B. Proposals will be reviewed for qualifications and completeness by Hillary Zibell, Program Services Coordinator. Proposers must provide the following:
 - 1. Information required by Proposal Content section of the RFP
 - 2. Signed Proposers' Statements and Certifications
- C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of Poverty and Homeless Board members, volunteer community members and staff. The County will award contracts only to responsible contractors possessing the ability to perform. In determining whether a contractor is responsible, the County will consider the contractor's record of integrity, compliance with public policy, past performance, and technical and financial resources as well as responses received from references, interviews, and follow-up questions, if any.
- D. Minor informalities/mistakes in proposals may be waived. Mistakes discovered in proposals after opening where the intended correct statement or amount is evident or properly substantiated may be corrected. Where the intended correct statement or amount is not evident or cannot reasonably be substantiated or clarified, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.
- E. The County will provide written notice of its intent to award to a given proposer or proposers by April 22, 2024.
Following issuance of a notice of intent to award, all proposals are open to public inspection, except for information examination covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposer, acknowledges that it is the

proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a proposal constitutes its acceptance of this responsibility.

- F. The County reserves the right to cancel a solicitation or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so.

If all proposals are rejected in whole or in part, the County may advertise for new proposals, or solicit supplemental information only from those proposers that submitted proposals, if in the public officer's judgment, it is unlikely re-advertising publicly would lead to greater competition. PSC Name is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

Clarification and Protest of Solicitation Documents

If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer (Hillary Zibell, Hillary.Zibell@lanecountyor.gov). If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to time of bid closure, unless the public officer determines that a shorter period is in the public interest. The terms of any addenda issued are to be included in the proposer's proposal and will become part of the contract documents. Addendums will be posted on the County-Wide Bid Page.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to Hillary Zibell, Program Services Coordinator by 12:00 noon PST on 3/11/2024.

Lane County will consider the protest if the protest is timely filed and contains:

- A. Sufficient information to identify the solicitation that is the subject of the protest;
- B. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- C. Evidence or supporting documentation that supports the grounds on which the protest is based; and
- D. The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

Protest Process

A respondent to an RFP that submitted a responsive proposal, and is not selected for award, may protest the award or recommendation for award of a contract based on RFPs submitted. Any protest must be received by the County within seven (7) days of the notice of recommendation or intent to award or, if no notice is given, of actual award.

Protests of award or intent to award will be considered by the Local Contract Review Board (LCRB), if the Board's action were required to award the contract. All other protests of intent of award will be considered by the County Administrator, or the Administrator's designee.

- A. Requirements for protest.
 - 1. A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.
 - 2. All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).
 - 3. Any protest not in compliance with these rules may be rejected.
- B. Review and determination.
 - 1. Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received and furnish each with a copy of the protest. Both the recommended proposer and the committee may, within three (3) calendar days from the date the protest was received, respond to the protest in writing.
 - 2. After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.
 - 3. Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the

matter back to the Department for further action, and must issue its decision by Board Order.

4. **Contracts Not Requiring Board Action to Award.** The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven 7 days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy of the written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.
- C. The procedures in this rule are mandatory to the extent they establish the time and manner for protests to be submitted to the County, including that the protest be in writing specifying the grounds and timely filed, and that there be a written response. The other protest procedures above are directory, and failure to follow or complete the action in the manner provided will not invalidate the County's decision.

PART II – REQUESTED SERVICES

Description

This RFP seeks to fund four homeless day access centers (applicants will select which project(s) they intend to apply for in their response). Only one project will be funded per category, but service providers are welcome to submit proposals for multiple projects/categories.

Project	Population	Anticipated Annual Funding
Adult Single (Eugene)	Homeless households with adults only (18 and over)	\$206,559
Families (Eugene)	Homeless households with minor children and homeless households with a pregnant member	\$769,689
Families (Springfield)	Homeless households with minor children and homeless households with a pregnant member	\$41,876
Youth	Homeless and at-risk youth, at least ages 16-24	\$70,600

Eligibility and Target Population

Access Centers provide basic needs to individuals and households who are literally homeless and/or fleeing domestic violence. In order to be eligible services, clients must meet the literally homeless (HUD Category 1) and/or Fleeing Domestic Violence (Category 4) definitions.

“Family with children” is defined as any group of persons presenting for assistance together with minor children in their care, irrespective of age, relationship, or whether or not a member of the household has a disability, and regardless of marital status, actual or perceived sexual orientation, or gender identity.

Literally homeless (Category 1) is defined as:

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

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
- (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Fleeing Domestic Violence (Category 4) is defined as:

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

See CoC Interim Rule for a full explanation of Categories 1 and 4.

See *Appendix A* Attached to RFP for complete definitions and information.

Performance Outcomes and Reporting

All performance outcomes will be based on data entered into the HMIS (Wellsky). Service Provider will be expected to report on outcome progress no less than quarterly including, but not limited to, the total participants enrolled in the program, demographic information of program participants. At minimum, performance outcomes will include:

Adult Single - Eugene

- Provide basic needs services for the lesser of 5,400 individuals per year, or the number of individuals presenting for services
- 60% individuals served who are not connected to mainstream benefits receive benefits
- Additional metrics to be determined regarding basic services provided

Families - Eugene

- Provide basic needs services for the lesser of 600 households per year, or the number of households presenting for service
- 60% households served who are not connected to mainstream benefits receive benefits
- Preschool capacity of at least 20 children per day, ages 0-5
- Additional metrics to be determined regarding basic services provided

Families - Springfield

- Provide basic needs services for the lesser of 45 households per year, or the number of households presenting for service
- 60% households served who are not connected to mainstream benefits receive benefits
- Additional metrics to be determined regarding basic services provided

Youth

- Provide basic needs services for the lesser of 500 youth per year, or the number of youths presenting for services
- Additional metrics to be determined regarding basic services provide

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

- Reduction of overall number of people experiencing homelessness
- Reduction of length of time homeless
- Increased placement in and exit to permanent housing
- Increased income from all sources

Collaboration and Coordination

Providers will be expected to work in collaboration and partnership with Lane County, as well as the broader system of homeless services and Continuum of Care (CoC). Requirements for the project may change or be adjusted as we work to improve the overall homeless service system and as we test new and emerging best practices. Providers will be expected to provide some level of flexibility as standards are developed.

Additionally, Providers should be prepared to coordinate and work collaboratively with outside service partners including, but not limited to - system access points, emergency shelters, alternative shelters, street outreach providers, and rapid rehousing/permanent supportive housing providers.

Training

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

- Housing First Principles
- Trauma-informed care
- Conflict resolution, mediation, and problem solving
- De-escalation techniques, mental health first aid
- Motivational interviewing, harm reduction, and related topics
- Diversity and Equity (various topics)

Funding

Funding for each project is anticipated to include a combination of State Homelessness Assistance Program (SHAP), Emergency Housing Assistance (EHA), Community Development Block Grants (CDBG) & Human Services Commission (HSC).

Project	Population	Anticipated Annual Funding
Singles (Eugene)	Homeless households with adults only (18 and over)	\$206,559
Families (Eugene)	Homeless households with minor children and homeless households with a pregnant member	\$769,689
Families (Springfield)	Homeless households with minor children and homeless households with a pregnant member	\$41,876
Youth	Homeless and at-risk youth, at least ages 16-24	\$70,600

General, eligible program costs include:

- Center operations
- Case management services
- Training Costs
- Administration (Total amount varies by funding source)
- HMIS (data Entry and Technology Needs)

Individual program guidance should be followed when determining eligible program costs under each funding source. Staff will work with recipients to determine appropriate eligible costs under each funding source.

Fiscal Policies and Match

All projects are required to adhere to Lane County fiscal policies as approved by the Human Services Commission.

A minimum level of match is not required for the project(s) funded through this RFP. However, agencies may find they need to supplement the funding provided to ensure all requirements and client needs are met. Agencies are encouraged to secure additional match and leverage beyond the total funding provided by Lane County, as needed to implement an effective program.

Additional Information

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Hillary Zibell at Hillary.Zibell@lanecountyor.gov. Requested information to the extent it is available, will be posted on the County-Wide Bid Page.

PART III - CALENDAR OF EVENTS

February 28, 2024.....	Request for Proposal Released
12:00 noon PST, March 11, 2024.....	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
April 3, 2024, 12:00 noon PDT.....	Proposals Due to Hillary Zibell, Hillary.zibell@lanecountyor.gov
April 22, 2024	Notification of Review E-mailed
April 29, 2024, 12:00 noon PDT.....	Protest of Recommendations Due
June 4, 2024	Contracts Awarded
July 1, 2024.....	Anticipated Start Date of Services

PART IV – PROPOSAL CONTENT

Proposer must submit all items included in this section of the RFP.

Program Questions

Identify which Access Center(s) under this RFP your agency would be interested in implementing:

- a. Singles Adults - Eugene
- b. Families – Eugene
- c. Families – Springfield
- d. Youth

For the following questions, please provide an answer for each population selected, for each question. If proposing for multiple populations, please submit a separate proposal addressing the below questions for each population.

Agency Questions

1. Please describe the agency's mission and previous experience providing access center services to individuals, families and youth. If no previous experience, please describe similar or relevant experience.
2. Outline agency's experience managing local, state and/or federal grants. Include information on funding source, grant title, grant award and time period. Has agency been put on corrective action or had grant terminated by funding source? If so, please explain.
3. Describe your agency's experience providing relevant services to the population(s) of interest you intend to serve.
4. Describe access center services available through your agency. How does your organization plan to operate the program in alignment with the scope of work? Be sure to address the following:
 - i. Hours of operation
 - ii. Hours of specific services
 - iii. Location of and description of access center and how facility can be accessed by individual and families of all abilities.
 - iv. How will the program be staffed?
 - v. How will the staffing structure support access center service delivery and goals?
5. Lane County H&HS requires individual with lived experience actively engage with agencies receiving funding and programming. How does your agency involve individuals with lived experience in the following: day to day operations, leadership, volunteering, employment, tenant councils, participant surveys and focus groups?
6. Describe how the agency will work to reduce disparities in service and accessibility to individuals with limited English Proficiency, historically marginalized groups. Please share how your service

delivery has evolved to meet these needs in the current demographic landscape of Lane County or your plans to meet these needs in Lane County.

7. Describe other resources, partnerships and services that your agency would contribute to this program and how they would positively contribute to outcomes for individuals served.
8. YOUTH APPLICANTS ONLY – Describe how you will comply with relevant local, state and federal regulations that apply to services children under 18. This may include any current or planned licensure, accreditation or indication that none is needed based on the program model.
9. Please provide a detailed program services budget for each proposed project, outlining full cost of operating the program for a period of 12 months.

Please use template provided on next page

FUNDING DETAIL

ANNUAL BUDGET

AGENCY NAME:

PROGRAM AREA:

Budget Item	Total Budget	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
		Source	Source	Source	Source	Source	Source
Personnel/Benefits		HSC	SHAP Admin	SHAP Operations	SHAP Financial Assistance	SHAP Housing Program Delivery	All Other
Total Personnel	\$0	\$0		\$0			
Materials & Services							
Total Materials & Services	\$0	\$0		\$0			
Total Contract	\$0	\$0		\$0			

RESPONDENT STATEMENTS AND CERTIFICATIONS

(CONTRACT FORM D-2, 2020 EDITION)

NOTE: this form is for use with RFQ and RFP responses only. For Bids, use Contract Form D-1.

Respondent's Name: _____

RFQ or RFP Title: _____

RESPONDENT STATEMENTS

Respondent's Offer. Respondent offers to provide the required goods or services in accordance with the requirements of the Request for Proposals (RFP) or Request for Qualifications (RFQ) stated above as stated in the enclosed response. The undersigned Respondent declares that Respondent has carefully examined the above-named RFP or RFQ, and that, if an award is made, Respondent will execute a contract with the County to furnish the goods or services required under the RFP or RFQ response submitted with this form. Respondent attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this document, and that the person signing has the authority to represent the individual or organization in whose name the response is submitted.

Respondent's Acceptance of Terms and Conditions. By execution of this form, the undersigned Respondent accepts all terms and conditions of the RFP or RFQ except as modified in writing in its response. Respondent agrees that the offer made herein will remain irrevocable for a period of 60 days from the date responses are due.

Respondent's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Respondent acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this bid that is claimed to be exempt from disclosure has been clearly identified either in the Respondent Statement, or in an itemization attached hereto. Respondent further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Respondent has received and considered, in the accompanying response, the terms of the following addenda, if any:

CERTIFICATIONS

By signing this Respondent's Certification form, Respondent certifies that:

1. Certification of Resident Bidder Status. Respondent is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

3. Certification of Non-Collusion. This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Respondent.
4. Certification of Compliance with Tax Laws. Respondent has, to the best of Respondent's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Respondent or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

RESPONDENT

Authorized signature

Respondent's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

CONTACT INFORMATION FOR THIS SUBMISSION

Contact name

Telephone number

Email address

PART V – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

21310 Scoring Rubric – ACCESS CENTERS (Adults, Families – EUG, Families SPFLD, Youth)

Evaluation Criteria	Poor/Unclear <i>This is low competency work. Response is unclear, incomplete, or inadequate.</i>	Adequate <i>This is medium competency work. Sufficient responses, some areas may require clarification. A few minor components may be unclear.</i>	Exceptional <i>This is high competency exemplary work. Response is logical and succinct, leaving reader with no further questions.</i>
Question #1	Proposal vaguely described mission and previous experience providing access center services to individuals and families. 1 2 3 4	Proposal provided sufficient examples of experience providing access center services to individuals and families. 5 6 7	Proposal described several examples of agency's experience providing access center services to individuals and families. 8 9 10
Question #2	Provided some vague examples of experience with a few local, state and federal grants. Has been on corrective action before. 1 2 3 4	Provided examples of experience with local, state and federal grants. The applicant has not been on corrective action before. 5 6 7	Provided strong and relevant examples of experience with local, state and federal grants. The applicant has not been on corrective action before. 8 9 10
Question #3	Agency's experience in providing services to populations in service area were vague. 1 2 3 4	Agency's experience in providing services to populations in service area were valid and well explained. 5 6 7	Agency's experience in providing services to populations in service area were well illustrated and thorough for this scope of work. 8 9 10
Question #4	Provided brief answers regarding hours, program service, access and staffing. 1 2 3 4	Provided sufficient information regarding hours of operation, hours of specific services, location access for individuals with different abilities and staffing structure and support. 5 6 7	Provided detailed information addressing all areas related to hours of operation, hours of specific services, location access for individuals with different abilities and staffing structure and support. 8 9 10

<p>Question #5</p>	<p>Proposal vaguely addressed how agency actively engages with individuals with lived experience.</p> <p>1 2 3 4</p>	<p>Proposal sufficiently addressed how agency actively engages with individuals with lived experience and includes them in various facets of leadership, councils and focus groups.</p> <p>5 6 7</p>	<p>Proposal was comprehensive and thorough in addressing how agency actively engages with individuals with lived experience and includes them in various facets of leadership, councils and focus groups.</p> <p>8 9 10</p>
<p>Question #6</p>	<p>Proposal shared brief examples of how it will reduce disparities to individuals with limited English proficiency, historically marginalized groups.</p> <p>1 2 3 4</p>	<p>Proposal shared sufficient information about how it will reduce disparities to individuals with limited English proficiency, historically marginalized groups.</p> <p>5 6 7</p>	<p>Proposal shared detailed and comprehensive examples of how it will reduce disparities to individuals with limited English proficiency, historically marginalized groups.</p> <p>8 9 10</p>
<p>Question #7</p>	<p>Proposal shared brief examples of resources, partnerships and services that would contribute to positive outcomes for individuals served.</p> <p>1 2 3 4</p>	<p>Proposal shared sufficient information about resources, partnerships and services that would contribute to positive outcomes for individuals served.</p> <p>5 6 7</p>	<p>Proposal shared detailed and comprehensive and detailed information about resources, partnerships and services that would contribute to positive outcomes for individuals served.</p> <p>8 9 10</p>
<p>Question #8 YOUTH ONLY</p>	<p>Proposal shared brief example of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.</p> <p>1 2 3 4</p>	<p>Proposal shared sufficient examples of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.</p> <p>5 6 7</p>	<p>Proposal shared detailed and comprehensive examples of how agency will comply with relevant local, state and federal regulations that apply to service of children under 18.</p> <p>8 9 10</p>

PART VI- ATTACHMENTS

Lane County Contract

LANE COUNTY CONTRACT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows:

1. **Contract Requirements:** CONTRACTOR will meet all requirements laid out in Exhibit A – Additional Terms and Conditions, including Grant Program and Compliance Requirements, Exhibit I - State Funding Assurances, Exhibit J – CDBG Funding Requirements Eugene, Exhibit K – CDBG Funding Requirements Springfield, if applicable.
2. **Contractor Services:** CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY the necessary services to conduct the specific program(s) described in Exhibit B – Program Plan by this reference made a part hereof at a funding level described in Exhibit C – Budget Plan by this reference made a part hereof. CONTRACTOR will not deny service to any eligible Lane County resident on the grounds of inability to pay.
3. **Match:** CONTRACTOR will provide non-federal match at a level indicated in Exhibit D – Match.
4. **Culturally Diverse and Appropriate Services:** CONTRACTOR will demonstrate, through its actions, an understanding and appreciation for diversity and difference in its clients and/or consumers. This will be demonstrated through the provision of equal access to services for all individuals. CONTRACTOR will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients, and will respect the client’s right to privacy in such areas as religious faith, political beliefs and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level.

All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. COUNTY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

5. **Client Confidentiality:** CONTRACTOR must protect and must require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Contract. Neither CONTRACTOR nor its subcontractors or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Contract, as authorized in writing by the client, applicant or recipient of such services, or as required by law. CONTRACTOR, its subcontractors and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

CONTRACTOR must ensure and must require and cause its subcontractors and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

6. **Reporting:** CONTRACTOR agrees to prepare and furnish all reports and data required by COUNTY. This may include, but is not limited to the items described in A through D below. All required reports must be submitted to <https://laneco.sharefile.com/filedrop/dxcb90c1-bfdd-4886-aa60-2c12aada997f> within thirty (30) days of the end of the reporting period. If CONTRACTOR fails to provide reports within the required period, payment of monthly reimbursement may be withheld.

- 6.1. A complete report of operating revenue and expenses for contracted services submitted to COUNTY quarterly.

- 6.1.1 Separate revenue accounts must be maintained for each income source and type listed in the approved budget.
 - 6.1.2 Separate expense accounts must be maintained for each program and/or service element provided.
 - 6.1.3 This financial report must include a detailed comparison of revenues and expenses to the approved budget for the period.
- 6.2. A copy of corporate/organizational balance sheet, submitted to COUNTY quarterly.
- 6.3. Copies of the agenda and minutes of meetings of the board of directors submitted to COUNTY quarterly.
- 6.4. Any additional reports specified in Exhibit E – Special Reporting Requirements.
7. **Lane Manual:** CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F – Lane Manual, by this reference incorporated herein.
8. **Termination / Corrective Action:**
 - 8.1. This Agreement may be terminated at any time by mutual written consent of the Parties.
 - 8.2. COUNTY may terminate this Agreement as follows:
 - 8.2.1 At COUNTY's discretion, upon thirty (30) days advance written notice to CONTRACTOR;
 - 8.2.2 Immediately upon written notice to CONTRACTOR, if COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in COUNTY's reasonable and administrative discretion, to perform its obligations under this Contract;
 - 8.2.3 Immediately upon written notice to CONTRACTOR, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that COUNTY's performance under this Agreement is prohibited or COUNTY is prohibited from funding the Contract from the funding source;
 - 8.2.4 Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a client or others. CONTRACTOR's failure to start service on the date specified by COUNTY in this Contract (or subsequent modifications) could, in COUNTY's sole discretion, be determined endangering to the health or safety of a client or others; or
 - 8.2.5 Immediately upon written notice if there is a denial, revocation, or non-renewal of any license, certificate, authorization or other approval required by applicable law or regulation to be held by the CONTRACTOR to provide services under this Contract.
 - 8.2.6 Immediately upon written notice to CONTRACTOR, if CONTRACTOR is in default under this Contract and such default remains uncured fifteen (15) days after written notice thereof to CONTRACTOR.
 - 8.3. All or part of this Contract may be terminated by CONTRACTOR for convenience upon ninety (90) days' notice in writing, subject to the following condition: If the COUNTY has no alternative way to provide for the service, the contract may not be terminated by the CONTRACTOR for convenience.
 - 8.4. Upon receiving a notice of termination of this Contract, CONTRACTOR must immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon

termination, CONTRACTOR must deliver to COUNTY all materials or other property that are or would be required to be provided to COUNTY under this Contract or that are needed to complete the Program work that would have been performed by CONTRACTOR. Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

8.5. In cases of failure to comply with terms of this Contract, including cases of major violations, defined below, contract termination may, but is not required to be, preceded by a corrective action plan.

8.5.1 Major violations include but are not limited to:

8.5.1.1. Acts or omissions which jeopardize the health or safety of clients, staff or the public; and

8.5.1.2. Misuse of funds; and

8.5.1.3. Intentional falsification of records.

8.5.2 In cases of failure to comply, written notice of non-compliance will be given and a corrective action plan may be developed by COUNTY or by COUNTY and CONTRACTOR. The plan will include specific activities to be conducted in order to permanently correct the procedures or practices, which caused the violations. The plan will also include timelines for achieving the stated activities. If these activities do not occur according to the corrective action plan, the contract may be terminated by COUNTY immediately upon written notice.

8.5.3 In the event that non-compliance has been determined by the COUNTY to jeopardize the health and safety of clients, staff or the public COUNTY may either:

8.5.3.1. Immediately suspend performance of services pending the development and implementation of a corrective action plan; or

8.5.3.2. Immediately upon written notice, terminate the contract.

8.6. If COUNTY determines no corrective action plan is appropriate, or if COUNTY and CONTRACTOR are unable to agree on a plan, COUNTY may terminate the contract in accordance with the terms of any applicable ground stated in paragraph 8.2 through 8.2.6.

9. **COUNTY Monitoring:** CONTRACTOR agrees that services provided under this Contract by CONTRACTOR; facilities used in conjunction with such services; client records; CONTRACTOR's policies, procedures, performance data, financial records and other similar documents and records of CONTRACTOR that pertain, or may pertain, to services under this Contract, will be open for inspection of COUNTY or its agents, at any reasonable time during business hours.

10. **Use of Data:** CONTRACTOR agrees to, and does hereby grant COUNTY the right to reproduce use and disclose for COUNTY purposes, all or any of the reports, data and technical information furnished to COUNTY under the contract.

11. **Recovery of Fund and Reallocation:**

11.1. CONTRACTOR's expenditures may be charged to this Contract only if they (a) are in payment for services performed under this Contract; (b) conform to applicable state and federal regulations and statutes; (c) are in payment of an obligation incurred during the contract period; and (d) are not in excess of 100 percent of program costs. Any contract funds spent for purposes not

authorized by this Contract will be deducted from payments or refunded to the COUNTY no later than thirty (30) days after the contract's expiration.

- 11.2. CONTRACTOR may not transfer funds provided under this Contract from one service to another without prior written approval of COUNTY.
- 11.3. In the event of early termination, cancellation, or suspension of this Contract, the CONTRACTOR will submit a report of expenditures to COUNTY. Any COUNTY funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension will be refunded to the COUNTY according to the instructions furnished to the CONTRACTOR by the COUNTY.
- 11.4. Under the following circumstance, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this Contract:
 - 11.4.1 If CONTRACTOR fails to have an independent certified public accountant audit federal funds in a manner that complies with Exhibit G of this Contract, COUNTY may recover from CONTRACTOR all federal funds paid to CONTRACTOR under this Contract.
 - 11.4.2 If federal authorities demand repayment of all or a portion of the federal funds or disallow payment of all or a portion of the federal funds to COUNTY under this Contract, COUNTY may recover from CONTRACTOR that portion of the federal funds necessary to satisfy the federal repayment demand or disallowance.
 - 11.4.3 If an expenditure of financial assistance paid to CONTRACTOR under this Contract does not result in the delivery of a service in accordance with the terms and conditions of this Contract including, but not limited to, the grant award, any specialized service requirements and the relevant service description, COUNTY may recover the amount of the expenditure from CONTRACTOR.

12. **Financial Statement:** CONTRACTOR will provide COUNTY with a copy of a current financial statement, Special Federal Requirements, Exhibit G, notwithstanding, the financial statement will be provided on an annual basis; said financial statement to be completed within 150 days following completion of CONTRACTOR's fiscal year. Financial statement will be submitted to <https://laneco.sharefile.com/filedrop/dxcb90c1-bfdd-4886-aa60-2c12aada997f>. The minimal level of assurance will be determined by the amount of funds CONTRACTOR received from COUNTY, as listed below. Title XIX and Beer and Wine Tax revenue are to be included in determining the amount of funds received.

\$250,000 and over - audited financial statement;
\$100,000-\$249,999 – review statement;
Under \$100,000 - compilation statement.

The audited financial statement and the review statement will be prepared by an independent certified public accountant. The compilation statement may be prepared by either a public accountant or a certified public accountant.

The audited financial statement will include a management letter from the accounting CPA.

SPECIAL NOTE SINGLE AUDIT: Non-profit organizations that expend \$750,000 or more in a year in federal awards will have a single or program specific audit conducted for that year in accordance with the provisions of OMB's Uniform Guidance.

13. **Contractor Services:** The delivery of each service will comply with the terms and conditions of the Contract between COUNTY and CONTRACTOR and meet the standards for such service as set forth herein and including but not limited to, any terms, conditions, standards and requirements set forth in the Master Grant Agreement (MGA) in place between COUNTY and OHCS and applicable work plans. The current MGA is incorporated herein by this reference. CONTRACTOR and any subcontractors will comply with all applicable provisions of the current MGA as if CONTRACTOR were the COUNTY. In addition, in regard to contracted and subcontracted services, COUNTY will have all of the rights and benefits of provisions in the current MGA to the same extent as OHCS. Services under this Contract will be provided only to persons eligible for services under Oregon law and COUNTY guidelines.
14. **Notice:** Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this Contract, notice may be given to the person executing the Contract on behalf of that party.
15. **Compliance with Coronavirus Guidelines, Laws, Rules, and Orders:** The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.
17. **Multiple Counterparts:** This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute one original.
18. **Proselytization:** If CONTRACTOR represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which