

State of Oregon

Contract for Services No. 7470

Disaster Recovery and Resilience Program Management Services

This Contract for Services #7470 (this “**Contract**”) is by and between the State of Oregon, acting through its Housing and Community Services Department, together with any successor to its rights, duties, and obligations (“**Agency**”) and ICF Incorporated L.L.C., a Delaware foreign limited liability company (“**Contractor**”). This Contract shall become effective upon full execution and approval by Department of Justice (the “**Effective Date**”).

Contractor’s Contract Administrator
for this Contract is:

Andrew Wilson, Sr. Contracts Administrator
ICF Incorporated L.L.C.
1902 Reston Metro Plaza
Reston, VA 20190
Phone: 703-225-2964
Email: Andrew.Wilson@icf.com

Agency's Contract Administrator
for this Contract is:

Lauren Dressen, Chief Recovery Officer
Oregon Housing and Community Services
725 Summer Street NE, Suite B
Salem, OR 97301
Phone: 503-881-4208
Email: Lauren.C.Dressen@hcs.oregon.gov

Either party may change its Contract Administrator by providing the other notice in compliance with Section 17.6 of this Contract.

RECITALS

- A. Authority to enter into this Contract: ORS 279A.025, ORS 456, ORS 458, OAR 813-006.
- B. The funding for this Contract will come from a U.S. Department of Housing and Urban Development (“**HUD**”) Community Development Block Grant Disaster Recovery (“**CDBG-DR**”) federal grant funds.
- C. Contractor is willing to execute this Contract obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from this Contract it executed with Agency for receipt of the funds described herein.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the parties agree as follows:

1. Contract Term; Renewal.

The initial term of this Contract commences upon the Effective Date through February 2, 2025 (the “**Renewal Date**”), unless terminated earlier as provided herein (collectively, the “**Initial Term**”). After the Initial Term, this Contract will automatically renew on the same terms and conditions, including unit pricing, for an additional four (4), one-year terms on the anniversary of the Renewal Date for a potential cumulative maximum Term (as hereinafter defined) of six (6) years, unless Agency has provided notice of its intent to terminate as provided herein. The Initial Term, together with each additional term is collectively referred to herein as the “**Term**”. The termination of this Contract will not extinguish or prejudice Agency’s right to enforce this Contract with respect to any default by Contractor that has not been cured, as described in Section 14.1 of this Contract or any other provision that is intended to survive termination of this Contract.

2. Contract Documents.

This Contract includes the following documents, which are listed in descending order of precedence:

This Contract less all exhibits;
Exhibit D (Federal Terms and Conditions);
Exhibit C (Special Terms and Conditions, CDBG-DR);
Exhibit I (CDBG-DR Consolidated Notice);
Exhibit G (Privacy and Security Requirements);
Exhibit A (Statement of Work);
Exhibit F (Contractor's Pricing);
Exhibit H (Criminal Background Checks);
Exhibit B (Required Insurance); and
Exhibit E (Independent Contractor Certification)

The foregoing documents and exhibits are attached hereto and made a part of this Contract by this reference.

3. Services.

- 3.1. Performance of Services.** Contractor must perform the services (the “**Services**”) and deliver resulting intangible and tangible goods and services to Agency (the “**Deliverables**”) as set forth in Exhibit A, Statement of Work (the “**Statement of Work**”). The Statement of Work includes the delivery schedule for the Deliverables and Services. Contractor must perform the Services in accordance with the terms and conditions of this Contract.
- 3.2. Submission and Acceptance of Deliverables.** When the Statement of Work requires Contractor to deliver Deliverables to Agency, then Contractor must deliver Deliverables that comply with the requirements of this Contract and acceptance criteria set forth in the Statement of Work. At Agency’s request, Contractor must provide written notice to Agency upon delivery of a completed Deliverable(s) to Agency. By no later than either (i) fifteen (15) business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, Agency will determine whether the Deliverable(s) has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work.
- 3.3. Rejection of Deliverables; Corrections.** If Agency determines that a Deliverable(s) does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s rejection of the Deliverable(s), and describe in reasonable detail in such notice Agency’s basis for rejection of the Deliverable(s). Upon receipt of notice of non-acceptance, Contractor must, within a fifteen (15) business day period, modify or improve the Deliverable(s) at Contractor’s sole expense so that the Deliverable(s) has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and must notify Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable(s) to Agency. Agency will thereafter review the modified or improved Deliverable(s) within fifteen (15) business days of receipt of the Contractor’s delivery of the Deliverable(s). Failure of the Deliverable(s) to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverable(s) as set forth in this section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

4. Compensation.

- 4.1. Not to Exceed Compensation.** The maximum, not-to-exceed amount payable to Contractor under this Contract, which includes any allowable expenses, is **TWENTY-TWO MILLION FIVE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$22,552,000)** (the “**Contract Amount**”). Agency will not pay Contractor any amount in excess of the Contract Amount of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the Contract Amount is increased

by an amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment.

- 4.2. Payments.** Payments, including interim payments, to Contractor are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in the Statement of Work.
- 4.3. Invoices.** Contractor must submit invoices to Agency as set forth in the Statement of Work or, if not set forth therein, to Agency's Contract Administrator. Contractor may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then by the 15th of each month for accepted Deliverables and Services provided during the previous month. The invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment, and by whom the Services were performed, and must itemize and explain all expenses that this Contract requires Agency to pay and for which Contractor claims reimbursement. Each invoice must also include the total amount invoiced to date by Contractor prior to the current invoice. Contractor must specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the Contract Amount.
- 4.4. Expenses.** Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>.
- 4.5. Funds Available and Authorized.** Contractor will not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- 4.6. Funding Contingency.** This Contract is primarily funded by HUD CDBG-DR federal grant funds. This Contract may be suspended, terminated, or both without liability to Agency if the funding is suspended or terminated, and unless and until Agency receives funding in an amount that is deemed sufficient to enable it to fund this Contract, Agency is under no obligation to make any payments to the Contractor.

5. Contractor's Personnel.

- 5.1. Key Persons.** Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Contract to another contractor employee, subcontractor, or agent without first obtaining the written consent of Agency. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, Agency may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Contract, and the Statement of Work will be deemed amended to include such Key Person.

- 5.2. Payment for Replacement Key Personnel.** If Agency is paying Contractor on an hourly or other periodic basis, then Contractor will not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 5.3. State Premises.** Contractor and Contractor staff must comply with all policies, rules, procedures, and regulations established by Agency and the State for access to and activities in and around premises controlled by Agency or any other agency or department of the State.

6. Independent Contractor; Responsibility for Taxes and Withholding.

- 6.1. Independent Contractor.** Contractor must perform all Services as an independent contractor. Agency reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
- 6.2. No Conflicts.** Contractor, by signature to this Contract, represents and warrants that Contractor's performance of the Services under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules, or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Contract.
- 6.3. Affiliation.** Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.
- 6.4. Taxes and Benefits.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless required by applicable law, Agency will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

7. Subcontracts, Successors, and Assignments.

- 7.1. Subcontracts.** Contractor must not enter any subcontracts for any of the Services required by this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor must include in any permitted subcontract under this Contract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.
- 7.2. Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns, if any.
- 7.3. No Assignment.** Contractor must not assign or transfer any of its rights or delegate its obligations under this Contract without Agency's prior written consent.

8. Representations and Warranties.

- 8.1. Contractor's General Representations and Warranties.** Contractor represents and warrants to Agency that:
- 8.1.1.** Contractor has the power and authority to enter into and perform this Contract.
 - 8.1.2.** This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms.

- 8.1.3.** Contractor must, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.
- 8.1.4.** Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- 8.1.5.** Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the Effective Date, faithfully has complied with:
 - 8.1.5.1.** All tax laws of the State of Oregon, including but not limited to ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318;
 - 8.1.5.2.** Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 8.1.5.3.** Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 8.1.5.4.** Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 8.1.6.** Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

8.2. Contractor's Performance Warranties. Contractor represents and warrants to Agency that:

- 8.2.1.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession and Contractor must apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession.
- 8.2.2.** The Services and each Deliverable(s) delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards, or requirements set forth in this Contract.
- 8.2.3.** Except as otherwise provided in this Contract (including Section 9), Contractor must transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.
- 8.2.4.** Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title, or interest in any Deliverables supplied to Agency under this Contract.

8.3. Warranties Cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Contract.

9. Ownership of Work Product.

9.1. Definitions. As used in this Section 9, and elsewhere in this Contract, the following terms have the meanings set forth below:

- 9.1.1.** "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.

- 9.1.2.** “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Contractor.
- 9.1.3.** “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Contract, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).
- 9.2. Original Works.** All Work Product created by Contractor pursuant to the Services and Deliverables, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of Agency. Agency and Contractor agree that such Work Product is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Contractor must execute such further documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 9.3. License in Contractor Intellectual Property.** In the event that a Deliverable(s) delivered by Contractor under this Contract is or was a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, and perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverable(s), and to authorize others to do the same on Agency’s behalf.
- 9.4. License in Third Party Intellectual Property.** In the event that a Deliverable(s) delivered by Contractor under this Contract is or was a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor must secure on Agency’s behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, and perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverable(s), and to authorize others to do the same on Agency’s behalf.
- 9.5. No Rights.** Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.
- 9.6. Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks, or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.
- 9.7. Competing Services.** Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Contract. Each party is free to

utilize any concepts, processes, know-how, techniques, improvements, or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

10. Confidential Information.

- 10.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents, or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral, and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Contract must be considered for the purposes of this Contract the confidential information of Agency ("Confidential Information"). Contractor must, cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality; (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 10.2. Non-Disclosure.** Contractor must hold, and must cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and must not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available, or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and must advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor must assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor must advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor must not at any time during or after the Term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Upon expiration or termination of this Contract or at Agency's request, Contractor must deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for Quality Assurance, audits, and evidence of performance of the Services.
- 10.3. Confidentiality Policies.** Contractor must, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 10.4. Identity Theft.** In the performance of this Contract, Contractor may have possession or access to documents, records, or items that contain "Personal Information," as that term is used in ORS 646A.602(11). Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Prior to the receipt of, and during the period in which Contractor has

possession of or access to, any Personal Information, Contractor shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, consistent with the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628.

- 10.4.1.** In addition to and without limiting the generality of Sections 10.1 and 10.2, Contractor must not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information, or other item to which Contractor receives access, possession, custody, or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute, or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 10.4.2.** Contractor shall immediately, and in no event longer than 24 hours, report to Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information, or other item that contains Personal Information to which the Contractor receives access, possession, custody, or control in the performance of this Contract.
- 10.4.3.** Contractor shall require the compliance of its employees, agents, and subcontractors with this Section 10.4.

10.5. Security Policies. The following is required of Contractor and its employees, agents, and subcontractors performing Services under this Contract:

- 10.5.1. Security Policies.** Contractor shall comply at all times with Agency's security policies as they are stated in this Contract or otherwise made available to Contractor.

10.6. Breach Notification. In the event Contractor or its subcontractors or agents discovers or is notified of a breach or potential breach of security relating to Confidential Information, including a failure to comply with Contractor's confidentiality obligations under this Contract, Contractor shall immediately, and in no event longer than 24 hours, notify Agency's Authorized Representative of the breach or potential breach. If Agency determines that the breach or potential breach requires notification of Agency clients or employees, or other notification required by law, Agency will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

10.7. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

10.8. Publicity. Contractor agrees that it will not disclose the form, content, or existence of this Contract or any Deliverables in any advertising, press releases, or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity, or association implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

11. Indemnity by Contractor.

11.1. Claims. Contractor must defend (consistent with ORS chapter 180), save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees), and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities

of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.

- 11.2. Legal Counsel.** If Contractor is required to defend the State of Oregon or Agency or their officers, employees, or agents under Section 11.1, then Contractor must select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State of Oregon, Agency, or their officers, employees, and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees, and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees, and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.
- 11.3. Damages to State Property and Employees.** Contractor is liable for all Claims for personal injury, including death, damage to real property, and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors, or agents resulting from, arising out of, or relating to the intentional, reckless, or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.
- 11.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.**

12. Limitation of Liabilities.

- 12.1.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER MUST BE LIMITED TO ONE-AND ONE-HALF TIMES THE CONTRACT AMOUNT.
- 12.2.** EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

13. Insurance.

Contractor must maintain insurance as set forth in Exhibit B.

14. Default; Remedies; Termination.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

- 14.1.1.** Contractor institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- 14.1.2.** Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after Agency's notice or such longer period as Agency may specify in such notice;
- 14.1.3.** Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Contract, fails to perform the Services or to provide the Deliverables within the time specified herein or fails to cure such breach or default within fourteen

(14) calendar days after Agency's notice, or such longer period as Agency may specify in such notice; or

14.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

14.2. Agency's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

14.2.1. Termination of this Contract under Section 14.6.2;

14.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

14.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

14.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

14.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

14.3. Remedies Cumulative. The remedies set forth in Section 14.2 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever. If a court determines that Contractor was not in default under Section 14.1, then Contractor will be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.6.1.

14.4. Default by Agency. Agency will be in default under this Contract if:

14.4.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

14.4.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

14.5. Contractor's Remedies. In the event Agency terminates this Contract under Section 14.6.1, or is in default under Section 14.4, and whether or not Contractor elects to exercise its right to terminate this Contract under Section 14.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.5, Contractor must pay immediately any excess to Agency upon written demand.

14.6. Termination.

14.6.1. Agency's Right to Terminate for Convenience. Agency may terminate this Contract:

- 14.6.1.1.** Upon thirty (30) calendar days' prior written notice by Agency to Contractor;
- 14.6.1.2.** Immediately upon written notice by Agency to Contractor if Agency fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
- 14.6.1.3.** Immediately upon written notice by Agency to Contractor if federal or State laws, regulations, or guidelines are modified or interpreted in such a way that the Agency's purchase of the Services or Work Products under this Contract is prohibited or Agency is prohibited from paying for such Services or Work Products from the planned funding source.

14.6.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract immediately upon written notice by Agency to Contractor, or at such later date as Agency may establish in such notice, if Contractor is in default under Section 14.1.

14.6.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract immediately upon written notice to Agency, or at such later date as Contractor may establish in such notice, if Agency is in default under Section 14.4.

14.7. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor must immediately deliver to Agency all of Agency's property (including without limitation any Services or Work Products for which Agency has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time.

14.8. Effect of Termination. Upon receiving a notice of termination of this Contract, Contractor must immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon Agency's request, Contractor must surrender to anyone Agency designates, all documents, research, or objects or other tangible things needed to complete the Services and the Deliverables.

15. Compliance with Law.

15.1. Compliance with Law Generally. Contractor must comply, and cause all subcontractors to comply with all federal, State, and local laws, regulations, executive orders, and ordinances applicable to this Contract and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) Executive Order 11246; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be amended from time to time; (vi) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998; (ix) ORS Chapter 659; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules, and regulations (including all of the foregoing as may be amended from time to time). These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

- 15.1.1. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270 which are incorporated by reference herein.
- 15.1.2. Contractor must, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and any and all other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

15.2. Compliance with Oregon Tax Laws.

- 15.2.1. Contractor must, throughout the duration of this Contract, comply with all Oregon tax laws and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this section, "tax laws" includes the tax laws described in Section 8.1.5.1 through 8.1.5.4 of this Contract.
- 15.2.2. Any violation of Section 15.2.1 constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in Section 8.1.5 of this Contract that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of the State of Oregon also constitutes a material breach of this Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- 15.2.2.1. Termination of this Contract, in whole or in part;
- 15.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and
- 15.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency is entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

- 15.2.3. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- 15.3. **Compliance with Federal Law.** Contractor must comply with all applicable federal laws, including, without limitation, those set forth in Exhibit D, which is attached and incorporated into this Contract by this reference.

16. Governing Law; Venue; and Jurisdiction.

- 16.1. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- 16.2. **Venue and Jurisdiction.** Any claim, action, suit, or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this Section 16.2 be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim, action, suit, or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

17. Miscellaneous Provisions.

- 17.1. Records Maintenance; Access.** Contractor must maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor must maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Contract, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts. Contractor must retain and keep accessible all such financial records and other Records for a minimum of six (6) years, or such longer period as may be required by applicable law or federal requirements following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 17.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor must demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.
- 17.3. Force Majeure.** Neither Agency nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and must, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 17.4. Survival.** All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 17.4, and provisions regarding definitions, warranties and liabilities, independent contractor status, taxes and withholding, Contract Amount, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 17.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
- 17.6. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email or personal delivery, or mailing the same, postage prepaid, to Contractor or Agency at the email address or postal address set forth in this Contract, or to such other addresses as either party may indicate pursuant to this Section 17.6. Any communication or notice so addressed and mailed is effective five (5) business days after mailing. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 17.7. No Third Party Beneficiaries.** Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 17.8. Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 17.9. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, or change of terms of this Contract will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract in one instance will not constitute a waiver by Agency of its right to enforce that or any other provision.
- 17.10. Amendments.** Agency may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract is effective unless it is in writing signed by the parties and has been approved as required by applicable law.
- 17.11. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.
- 17.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.
- 17.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 17.13.1.** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor 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 Contractor is no longer subject to backup withholding; (b) they are authorized to act on behalf of Contractor, they have authority and knowledge regarding Contractor's payment of taxes, and to the best of their knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and Sections 10 to 20, Chapter 533; Oregon Laws 1981, as amended by Chapter 16; Oregon Laws 1982 (first special session); and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification number is true and accurate;
 - 17.13.2.** Certifies that, to the best of the individual's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns, or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
 - 17.13.3.** Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against

employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain the policy and practice in force during the entire Contract term.

- 17.13.4.** Certifies that the information provided on the attached Exhibit E (Independent Contractor Certification), is true and correct as of the Effective Date; and
- 17.13.5.** Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

- 17.14. Pay Equity.** As required by ORS 279B.235, Contractor must comply with ORS 652.220 and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

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

(The remainder of this page has been left intentionally blank. Signatures follow.)

SIGNATURE PAGE

CONTRACTOR:

DocuSigned by:
By: *Dotti Shields*
C548E705A939476...

Date: 9/15/2023

Print: Dotti Shields

Title: Senior Director, Contracts

Tax ID: 52-0893615

STATE OF OREGON, acting by and through its Oregon Housing and Community Services Department:

DocuSigned by:
By: *Edina Haislip*
26C0C2CA7C5E43A...
Designated Procurement Officer or delegate

Date: 9/15/2023

OHCS REVIEWED AND APPROVED:

DocuSigned by:
By: *[Signature]*
26C0C2CA7C5E43A...
Lauren Dressen, Contract Administrator

Date: 9/15/2023

ATTORNEY GENERAL – LEGAL SUFFICIENCY:

Approved By: Lisa Gramp via email
Assistant Attorney General

Date: 09/14/2023

EXHIBIT A STATEMENT OF WORK

Part 1. General Information

A. Overview.

Agency issued RFP #7312 for Disaster Recovery and Resilience Program Management Services and selected Contractor for this Contract. This Contract outlines and refines Contractor's obligations related to the work described in RFP #7312.

In 2021, Agency established a new section to manage recovery from major disasters. Agency's Disaster Recovery and Resilience section ("DRR") will administer long-term federal grants to benefit disaster Survivors and impacted communities in Oregon. Primarily, but not exclusively, DRR was tasked with recovery efforts from the major disasters that occurred during Labor Day weekend of 2020 when fires caused the loss of nearly 4,300 homes in Oregon. The federal government has allocated \$422 million in HUD CDBG-DR funding. The CDBG-DR funds will fund new programs to help individuals, households, and communities continue to recover. This effort, which is called "ReOregon," will provide new permanent housing in the areas most impacted by the fires. Agency has aggressive goals to replace as much of the lost housing as possible, and to provide a comprehensive recovery for individuals impacted by the fires.

DRR will administer the CDBG-DR funds. Contractor must administer ReOregon in accordance with the DRR Program Requirements provided by Agency. This Contract details program management services for qualifying disasters in Oregon.

Contractor must provide program management services for ReOregon, including but not limited to the following:

- Program management staff
- Call center services
- Intake
- Eligibility review
- Inspections
- Environmental review
- Duplication of Benefits review
- Award determination, award notification, and consultation
- Construction management
- Quality Assurance/ Quality Control
- Case management
- Technical assistance
- Survivor, general public, and Applicant communications
- Loan underwriting, if applicable
- Closeout and compliance monitoring

All payments will be processed by Agency. All payments will occur through standard Agency processes and systems. Contractor's work does not include the receipt or payment of any money from or to other parties.

B. ReOregon Program Description.

Agency's CDBG-DR Action Plan, which may be amended from time to time, can be found at the following link: <https://www.oregon.gov/ohcs/housing-assistance/disaster-recovery/Pages/action-plan.aspx>.

The Action Plan describes how Agency will spend the federal funding to support recovery from the 2020 fires in Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn, and Marion counties. The goal of the ReOregon program is that all fire-impacted individuals and households have equitable access to the resources necessary to be housed safely, sustainably, permanently, affordably, and in their housing of choice.

The Action Plan also includes important information such as:

- Data and metrics on damage related to the disaster;
- Agency's commitment to resilience; and
- Agency's commitment to an effective, equitable recovery.

Contractor must also provide program management services for State-funded disaster recovery programs in addition to the federally funded programs. These programs are substantially similar to the Action Plan-defined programs. Services in support of State-funded programs may be invoiced based on hourly rates found in Exhibit F: Contractor's Pricing unless the scope is associated with completing units found in E. – H. below, in which case support shall be invoiced based on unit rates.

C. Definitions.

Action Plan: Agency's HUD-approved plan that details how the CDBG-DR funds will be allocated to address remaining unmet needs in Oregon due to the qualifying disaster.

Applicant: Person(s) who has initiated a CDBG-DR application for assistance.

Case Manager: Contractor staff that will be the primary point of contact for a Survivor or Applicant. Case Managers provide customer service and solutions for Survivors and Applicants.

Certified Firm: Certain firms that are certified by the State's Certification Office for Business Inclusion and Diversity ("COBID") office, including the following certification types.

Contract Administrator: Representatives who will administer this Contract and serve as the primary point of contact for each party.

Duplication of Benefits ("DOB"): A duplication of benefits occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need. The amount of the DOB is the amount received in excess of the total need for the same purpose.

Work in Place Report ("WIP"): Report that describes the work in place completed with other funds, which is factored into the production of the award value.

Estimated Cost of Repair ("ECR"): The value of the repairs required to achieve code compliance, specifications, or other Program Requirements.

Housing Programs: Initially include Homeowner Assistance and Reconstruction Program ("HARP"), Homeownership Opportunities Program ("HOP"), and Intermediate Housing Assistance ("IHA"). Each Housing Program is described in the Action Plan.

Key Persons: Positions described in Section 5 of this Contract. Key Persons must be available to work on this Contract full time (defined as a standard 40-hour work week).

Program Requirements: Include, but are not limited to, administrative rules, Agency's program manuals (estimated completion fall 2023), funding documents, Agency directives and policies, the Action Plan; federal, State, and local statutes, codes, regulations, and determinations; and other applicable law. Agency's program manuals as well as the Action Plan may be amended from time to time. Agency will notify Contractor when

updates are published. Contractor must also check Agency's website regularly to ensure current versions are in use.

Quality Assurance/ Quality Control ("QA/ QC"): Refers to multiple processes in different areas that assure quality of units produced and compliance with Program Requirements.

Request for Proposal ("RFP"): All documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting proposal.

State: The State of Oregon.

Survivor: An Oregon resident impacted by a qualifying disaster, as determined by Agency.

System of Record: Agency's software system used to track the CDBG-DR grant activities and requirements described in the Action Plan, and to conduct direct program management activity. The System of Record is subject to change by the Agency.

Verification of Benefits ("VOB"): A component of the Duplication of Benefits analysis whereby a third-party verification process is used to obtain detail on an Applicant's potential duplicative sources of assistance.

Virtual: Includes engagements that are not in person; synonymous with "remote."

Part 2. Deliverables and Delivery Schedule

Contractor must provide program management services for ReOregon as follows:

A. General Services.

1. **System of Record.** Contractor must ensure all of its staff are trained to use Agency's System of Record and must:
 - a. Coordinate closely with Agency's System of Record managers to ensure that all business requirements, process maps, and general specifications required to manage the programs are developed and delivered in full detail so that Agency's System of Record managers are fully knowledgeable of the build-out needs and have sufficient time to complete the build-outs to avoid any programmatic delays;
 - b. Participate in iterative user testing, reviews, and technical assistance with Agency's System of Record managers and must ensure staff are available to perform user testing as required by Agency;
 - c. Develop and provide training materials for Agency as needed to ensure understanding of CDBG-DR-specific development needs;
 - d. Create standard reports, ad hoc reports, and additional as needed data analyses. Create reporting metrics to ensure application data is recorded in a timely manner;
 - e. Develop daily, weekly, and monthly reporting protocols that allow for both application monitoring and high-level forecasting;
 - f. Escalate issues and areas of improvement to Agency;
 - g. Comply with the security requirements as described in Exhibit G (Privacy and Security Requirements); and
 - h. In the event Contractor is ready to accept applications before the System of Record is live, Contractor must enter all application data and attachments into the System of Record retroactively. In this event, Contractor must ensure data integrity and controls exist to prevent the entry of duplication of records, applications, payments, etc.
 - i. Where Contractor must upload documents or enter data into System of Record, Agency and Contractor will agree upon a mutually agreeable alternative in cases in which the System of Record is

not capable of performing the required function. Limits of System of Record availability shall not delay Acceptance of Deliverables or Contractor ability to invoice for completed work.

- j. If Agency, its subrecipients, and/or other vendors, that are not subcontracted to Contractor, are responsible for collecting information or documentation from Applicants, they are responsible for compliantly handling personally identifiable information and for ensuring information and documents are uploaded into the correct location, including within the System of Record.
- k. System of Record Services provided in support of Housing Programs are included in unit prices found in Exhibit F: Contractor's Pricing. All other such Services may be invoiced based on hourly rates found in Exhibit F: Contractor's Pricing. Services that support both Housing Programs and other purposes may invoice the pro rata share of Services allocable to other purposes.

- 2. Housing Program Process Development and Management.** Contractor must ensure that each program has standard operating procedures ("SOPs") to enact Program Requirements. Contractor must provide process improvement solutions, must draft key documents, and ensure policies are incorporated into SOPs for all items in this Contract. Contractor must adhere to Agency-approved guidance and policies.

Contractor must map project needs and develop process flows, and must also create a timeline to ensure SOPs and supplements such as job aides, desk top reference documents, and checklists are readily available ahead of program launch. Contractor must establish a basic strategy for knowledge transfer and training for Agency staff to maintain staff competencies. Contractor must develop an SOP document work schedule for Agency's approval, and must maintain a SOP management tool to track the completion of required SOPs, make assignments, track version control (to incorporate changes to policies and procedures) and track progress from draft to deployment. Each section of the SOPs will incorporate use of the System of Record.

As SOPs are developed, Contractor must present sections (e.g., application and eligibility review, Duplication and Verification of Benefits review, damage assessment and feasibility review, appeals review, award generation, award closing, QA/ QC, construction oversight, temporary relocation review, and program closeout review) for Agency review to ensure they reflect Agency's requirements for program operations, in coordination with any applicable Agency partners.

Upon completion of each program SOP, Contractor must ensure any additional tools, forms, resources, and templates needed to follow the SOP are developed and finalized. As requested by Agency, Contractor must translate SOPs into additional languages as directed.

Process Development and Management Services are included in unit prices found in Exhibit F: Contractor's Pricing.

- 3. Technical Assistance.** Contractor must provide technical assistance to Agency via qualified CDBG-DR program experts. Technical assistance includes but is not limited to: policy recommendations, policy drafts, policy technical assistance, generation of original draft memos, letters, waivers, and requests for Agency review; CDBG-DR regulations, federal compliance and best practices; program oversight; process improvement plans; workflow generation and analysis; standard operating procedure generation; business systems requirements generation and analysis; and production management.

Contractor must develop memos, letters, SOPs, and waiver requests for Agency's approval and submission to HUD. Additionally, Contractor must ensure subject matter experts are available to provide technical assistance where needed and to provide a compliance review of all documents, tools, and resources developed. Contractor must provide on-call technical assistance to ensure smooth program implementation and to build Agency staff capacity and understanding of federal regulations.

Technical Assistance Services are included in hourly rates found in Exhibit F: Contractor's Pricing.

- 4. Experience and Training.** Contractor must ensure that its Key Persons are experts in the areas of the Federal Register guiding Agency's CDBG-DR award(s), Agency policies, and the Program Requirements. Contractor must ensure that Key Persons provide guidance and training to all Contractor staff for the duration of this Contract.

Additionally, Contractor must provide:

- a. A curriculum for onboarding staff prior to program launch, benchmarking competencies, and support for a variety of experience levels.
- b. A curriculum for providing weekly operational trainings to maintain a high standard of practice and train Contractor and Agency staff as well as Agency's CDBG-DR program partners on program updates. Contractor must establish a change control process that will be approved by the Agency. Contractor must communicate changes in process to Contractor and Agency staff, Survivors, and other partners, and provide training if necessary to implement change.
- c. A curriculum for onboarding staff when new staff join after program launch.
- d. Contractor must ensure Key Persons provide guidance and training to all Contractor, Agency, and Agency-designated staff to ensure everyone working under this program stays current and knowledgeable.

Experience and Training Services are included in unit prices found in Exhibit F: Contractor's Pricing.

- 5. Management of Requirements.** Agency will approve all Program Requirements. Contractor must be fully responsible for managing document version control during the Term of this Contract including tracking updates to program policies, forms, agreements, and checklists. Contractor must be fully responsible for all change management procedures with policy alterations; Contractor must note the date and time of new policy revisions provided by Agency and ensure that all program practices and procedures follow current policy.

Contractor must host a secure file-sharing drive in SharePoint Online – Critical Document Repository – for all documents in development and must use consistent Agency-specific formatting, font, and design templates clearly marked with version and date. Where relevant, version tables will be utilized at the beginning of documents to clearly delineate when specific changes were made to a document. Contractor must conduct spot checks and internal monitoring to ensure work practices adhere to Program Requirements and that Program Requirements are flagged for updates as necessary.

Management of Requirements Services are included in unit prices found in Exhibit F: Contractor's Pricing.

- 6. Intake Centers.** Contractor must be responsible, as directed by Agency, for standing up intake centers that will serve all Housing Programs. Contractor must secure the needed personnel and equipment and stand up a fully functional intake system, as directed by Agency. Agency may provide space for intake centers, however, if space is not available Contractor must identify and lease intake center space, as directed by Agency. This includes but is not limited to the identification, leasing, staffing, and physical setup (including equipment, furniture, and other needs) of physical application intake centers located in disaster regions. Locations and costs (space leases, equipment, utilities, etc.) must be approved by Agency prior to leasing. The costs of intake centers, including but not limited to space leasing and equipment, will be recorded and paid through contract amendment at cost, without overhead or profit.

If directed by Agency, Contractor must provide mobile intake units equipped with laptop computers, dual-purpose printers/ scanners, and mobile hotspots to enable Case Managers to meet Survivors where they are. Contractor must maintain all mobile intake unit equipment used under this Contract (i.e., patch management, etc.) in compliance with Statewide IT policies and Statewide Information Security Standards, as they are amended from time to time, and as set forth in Exhibit G. Jackson, Lane, and Marion counties

suffered the greatest housing impact and must have dedicated intake centers, while the most effective way to serve the remaining five counties may be via mobile intake units. The schedule of the mobile intake units (e.g., days, timeframes, locations) must be designed to allow travel to locations where Survivors may congregate (e.g., places of worship, senior centers, and community events, such as the Douglas County Christmas Craft Fair), and enable Contractor to go directly to mobility-limited Applicants.

If directed by Agency to stand up intake centers or deploy mobile intake centers, Contractor must ensure intake centers are ADA compliant, and Contractor's staff must deploy mobile intake centers to reduce the burden on Applicants if they struggle to travel to permanent intake centers.

Within 2 weeks of the Effective Date of this Contract, Contractor's Project Director must meet with Agency to discuss intake facility options, including office space Contractor currently operates, additional sites identified, mobile intake units, and space Agency may provide. If directed by Agency to stand up intake centers or deploy mobile intake centers, Contractor must track intake center traffic daily and provide this data to Agency via a monthly report. All intake center Case Managers must be available to meet in person or remotely during intake center hours of operation and must utilize video conferencing to meet with Applicants virtually, depending on Applicants' individual needs and preferences.

If directed by Agency to stand up intake centers or deploy mobile intake centers, Contractor may rely on existing relationships with coworking spaces and local partners, such as other non-profits, to begin work as soon as possible after the Effective Date of this Contract. Unless Agency has intake center locations already identified or preferred, Contractor will recommend intake center locations and schedules to Agency for review (as geographically appropriate and cost-reasonable) and approval prior to execution of any lease or rental agreements.

Agency will ensure any space provided by Agency or a third party meets federal, state, and local health and safety standards, and otherwise meets the federal, state, and local requirements, as well as Program Requirements, of an intake center.

Intake centers must operate from 8:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding holidays. Contractor must track and provide attendance reports to Agency to determine if intake center hours of operation should be modified.

Intake Center Services provided in support of Housing Programs are included in unit prices found in Exhibit F: Contractor's Pricing. All other such Services may be invoiced based on hourly rates found in Exhibit F: Contractor's Pricing. Services that support both Housing Programs and other purposes may invoice the pro rata share of Services allocable to other purposes.

7. Intake Process for Applications. Contractor must prepare and implement an intake process for applications for Agency consideration and approval.

Contractor must coordinate all logistics for preparing for Applicant intake launch. Contractor must make sure all intake staff are fully trained and have the equipment, Agency-approved SOPs, forms, fliers, and checklists needed to welcome Survivors into ReOregon Housing Programs. Contractor must provide client-facing program information in Spanish and in English, that include program document checklists, application forms, and other Applicant-facing materials, designed to lay out Housing Program steps and target timeframes, and information on how to contact Agency or assigned Case Manager if they have additional questions. Housing Program materials must also provide information on what higher income Applicants can expect in terms of next steps if they are not eligible in the current phase.

Intake Process for Applications Services provided in support of Housing Programs are included in hourly rates found in Exhibit F: Contractor's Pricing.

- 8. Authorization to Access Property.** Contractor staff and subcontractors meeting with Survivors must possess and present at all times documentation showing authorization to survey and conduct work on their homes. Contractor's documentation must clearly identify the scope of work and anticipated timelines for work completion, and Contractor must also provide documentation to the Survivor explaining their rights throughout the construction process. Contractor must establish an escalation and resolution protocol for any Survivor issue resulting from Contract operations and engagement by any party, and must keep Agency informed as to the progress of all complaints.

To establish a legal basis for entry to the home, Contractor must develop and present Applicants with a right to entry form for Survivors to sign during intake. This legal authorization must be valid for a designated period outlined in the form. The form must be supplemented with a flier that outlines the steps that will happen before, during, and after an on-site visit. By laying out the scheduling process, what the Applicant can expect during an on-site visit, and the timeframe for moving to the next application phase, and potential additional visits that may happen after the inspection, the process will feel more transparent and predictable for Applicants. Agency-approved SOPs will require all visitors to have documentation outlining activities to be conducted on the property, the purpose of these undertakings, and the time needed to complete.

Contractor must keep Survivors informed of their rights. If construction activities require the Survivor to temporarily vacate their home, Contractor must support the Applicant through every step of that process.

Contractor must build an escalation and resolution SOP for Case Managers to follow and must create a process for tracking and responding to all written complaints within 15 calendar days. Contractor must maintain the complaints tracker on a shared drive and must report data to Agency leadership on a weekly basis.

All Contractor and subcontractor employees who will be meeting with Survivors or accessing Survivors' properties must undergo a criminal background check as described in Exhibit H.

- 9. Fraud or Criminal Activity.** Contractor must report to Agency any evidence of fraud or potential criminal activity relating to ReOregon as soon as possible but no later than two working days from discovery. Contractor must document findings, and record findings in the System of Record. Contractor must place the Applicant's subject file in an inactive status within the System of Record within two working days from discovery. The exact inactive status to be used will be provided by Agency's System of Record managers.

Contractor must establish clear fraud, waste, and abuse policies and procedures for identifying and reporting fraudulent and criminal activity and requirements for reporting flagged activities within two working days of discovery. Once these policies and procedures are approved by Agency, Contractor must train Contractor and Agency staff in fraud prevention and provide a comprehensive overview of documenting and reporting procedures. Contractor must provide training materials and collaterals for reference and insight into Agency's internal audit/ program compliance controls. Contractor must also collaborate with Agency to identify cases that Agency should forward to the HUD OIG or other federal, state, or local authorities.

Fraud or Criminal Activity Services, excluding those services described in Technical Assistance to generate original draft policies, are included in unit prices found in Exhibit F: Contractor's Pricing.

- 10. Qualified Contract Staff.** Contractor must provide competent and qualified staff to provide Services under this Contract. Agency reserves the right to prohibit unqualified or incompetent staff from assisting with work under this Contract.

11. Case Manager and Call Center Services. Contractor must provide services to establish a Virtual call center including but not limited to staff sourcing, training, phone system setup, and staff productivity management. Contractor's call center services must be prepped and ready to receive Applicant calls and either direct Applicants to a Case Manager who can help them with a bridge application process, help them complete an online application over the phone, or guide them on the process to complete an online application, if available.

Virtual call center representatives (English and bilingual) may be remote and therefore are not required to work in person with Applicants. Contractor shall be responsible for sourcing and procuring all necessary resources and systems to provide call center services to Agency. Call center must be staffed by trained Case Managers as described below.

- a. Contractor must launch call center services within 30 days of the Effective Date. Contractor must develop and implement a training program to build a trauma-informed call center and ensure consistent and respectful engagement of Survivors. Call center services must minimally include a phone menu, automated email responses, and an after hours voicemail greeting.
- b. Contractor must develop training curricula which must be used to train Contractor and Agency staff as well as Agency's partners' staff, as determined by Agency.
- c. The call center will be a centralized function solving program needs for video conference, phone, text, email, or other Virtual contacts with program Applicants. The call center may be the publicly advertised application intake function for the programs, in which case, the call center Case Managers must be prepared to complete the application process Virtually with the Applicant on the phone or directing callers to local intake centers, depending on Agency direction. Additionally, the call center staff may assist callers and Applicants with navigating the program application portal(s), which allows Survivors to initiate an application or provide new or updated information to the program after applying.
- d. Contractor's case management solution must provide reasonable accommodation to serve multilingual Applicant needs, homebound Applicant services, and ADA compliance. Contractor must have multilingual, especially Spanish-speaking staff and must ensure that all Spanish-speaking Applicants will be assigned a Spanish-speaking Case Manager.
- e. Contractor's team must include bilingual Case Managers, and Contractor must ensure English and Spanish speaking Case Managers maintain sustainable caseloads, defined as up to 100 per Case Manager. Depending on the needs of Applicants, Contractor may hire additional bilingual Case Managers to ensure Applicants are receiving the support and time they need from their Case Manager. Additionally, Contractor must provide services in additional languages if requested by the Applicant.
- f. Contractor must deliver all final program documentation to Agency after Contractor has translated the documents, converted them to Section 508-compliant versions, and made them accessible to individuals with disabilities so they are ready to be shared or posted to Agency's CDBG-DR website for the public.
- g. Contractor's implementation plan must include performance reviews of case management, the frequency of performance reviews, ongoing training, quality control to measure whether guidance and decisions are accurate according to Program Requirements, and staff sourcing plan. Contractor must submit for Agency's approval a proposed timeline for full staffing and fully trained Case Managers. Case Managers must be proficient in Program Requirements, well-trained, and capable of providing excellent customer service to Agency's Applicants. Contractor must develop training courses and materials and make trainings and materials available to Agency. Contractor must train Case Managers in a timely manner and must conduct weekly ongoing program and policy trainings for Case Managers which shall be available to Contractor staff, Agency staff, and other Agency designees. Case management services are highly important to Agency. Contractor must incorporate Case Managers into every applicable step of the program to provide excellent customer service to Agency's Applicants and to ensure Case Managers yield process improvements for Agency and its Applicants. Agency may monitor Case Manager performance and programmatic knowledge throughout the lifecycle of this Contract. Case Managers' scope of work shall include, at a minimum:

- (i) Target and assign an effective case load per Case Manager. Contractor must assign one Case Manager for each application for the lifecycle of the application through individual project closing. Case Managers must share and confirm their contact information (phone number and email) during each engagement with Applicants and make sure their contact information is readily available in Agency's System of Record. If a Case Manager is reassigned or removed from managing an Applicant's record, a new Case Manager must be assigned within one (1) business day, and the Applicant must be notified via email and phone call from the newly assigned Case Manager within one (1) business day.
- (ii) Phone numbers for Case Managers must be Oregon numbers with Oregon area codes. Proposer must provide telecommunications and IT equipment to all of its staff, and each Case Manager must have an active and appropriate voicemail greeting. Contractor must manage all information technology assets used under this Contract in accordance with Oregon's Statewide Information Security Standards as set forth in Exhibit G.
- (iii) Contractor must achieve an average hold to answer time where 80% of calls are answered within 30 seconds. Additionally, Contractor must return all messages (mail, email, phone, etc.) from Survivors within 1 business day.
- (iv) Contractor must return all messages (mail, email, phone, etc.) from Survivors within one (1) business day. Contractor must make a contact attempt to Survivor via at least phone, email, or text, depending upon preferred method of contact recorded for the Survivor or as directed by Agency, once per week unless Program Requirements allow for less frequent contact attempts.
- (v) Contractor's Case Managers must maintain detailed accounts of their Applicant engagement in Agency's System of Record to ensure all communication is saved with Agency's files.
- (vi) Case Managers must be present at or lead each meeting between the Survivor and Agency that is required or requested by Agency outside of appointments at application intake centers to complete the application, including at least the award consultation meetings unless otherwise directed by Agency. Case Managers must coordinate with Contractor and Agency staff working on awards to provide pre-award consultation to the Survivor, explaining the options so the Survivor that has applied can make an informed decision.
- (vii) Case Managers shall be the Survivor's primary point of contact providing subject matter expertise regarding the Survivor's case and guidance through each step of the application lifecycle, including appeals.

Case Manager and Call Center Services provided in support of Housing Programs are included in unit prices found in Exhibit F: Contractor's Pricing. All other such Services may be invoiced based on hourly rates found in Exhibit F: Contractor's Pricing. Services that support both Housing Programs and other purposes may invoice the pro rata share of Services allocable to other purposes.

B. Construction Management.

- 1. Construction Management.** Contractor must provide construction management services for Housing Programs. Required services shall include construction management beginning prior to construction start through final inspection, and completion of all supporting documentation. Construction management services do not include direct construction activity (i.e., Contractor will not hire general contractors or construction contractors to build structures or produce housing units). Construction management services also do not include directing construction contractors to perform work in cases of survivor-managed construction. Contractor will not be held liable for the actions or the failure of third parties to comply with their requirements, however Contractor will comply with all of its Contractual obligations. Contractor must provide construction management oversight of Housing Programs in compliance with the Program Requirements.

Contractor must conduct all Construction Management services, including Quality and Compliance Inspections, in compliance with Program Requirements and this contract, however, AHJ code inspections are not replaced by this Contract.

In performing these services, Contractor may use Contractor's own tools and products for cost estimating, inspections, and assessments, where applicable. Contractor will not be responsible for reviewing receipts of past work performed as a standard approach to assessing work in place but may do so on a limited case-by-case basis, in line with Program Requirements.

- a. Construction management services will be a mix of hourly rate based and unit based as outlined in Exhibit F: Contractor's Pricing. Tasks not included within the unit descriptions (E. – H. below) may be invoiced based on hourly rates found in Exhibit F: Contractor's Pricing.
- b. Contractor must conduct full oversight of construction to achieve a fully compliant and desired rehabilitated or replacement housing unit while mitigating risks posed to the Survivor before, during and after construction.
- c. Under ReOregon, Agency will assist Survivors under two (2) generic paths. Other specific cases may arise; however, the generic paths are:

Path 1: Agency Managed Construction. Survivor does not have land identified for relocation and Agency will assist in relocating Survivor. In this case, Agency will facilitate the development of housing units and land via external separate contracts and partnerships and Contractor must provide all construction management oversight and Survivor assistance. This includes but is not limited to site selection, scoping, site plan review, construction progress inspections at manufacturing facility, construction progress inspections at site, code inspection, pay point inspections, environmental review, verification of remediation, and monitoring against all applicable requirements – including cost-reasonableness, to ensure all Program Requirements are met.

Path 2: Survivor Managed Construction. Survivor has already engaged a construction contractor or chooses to engage in a construction contract independently. Contractor must review Applicant provided plans and specifications and construction contractor bids for compliance with the Program Requirements. Contractor must review all bids, plans, and specifications for cost reasonableness, provide construction monitoring and oversight, complete milestone inspections, complete code inspections, and provide environmental remediation testing services (excluding clearance testing) for the construction of a home.

Contractor must coordinate with Applicants to provide scoping and review of all design plans, as well as procurement and construction management oversight and monitoring. Contractor must provide construction management support and, ensure each Applicant's contracted project is properly contracted, delivered, meets all terms and conditions, and is compliant with the Program Requirements as well as any site-specific mitigation requirements based on the pre-construction environmental review and other relevant studies that have been performed.

- d. For both Paths 1 and 2, Contractor must vet all Applicant provided plans and specifications, and construction contractor bids, ensuring they are compliant, cost reasonable, and responsive, and comply with Program Requirements. Cost reasonableness must be documented in a written memorandum to Agency. When reviewing design plans, Contractor must facilitate discussions with Survivors regarding accessibility, universal design compliance, best practice, and right sizing of units in accordance with HUD occupancy standards. Contractor must ensure compliance with any site-specific mitigation requirements (e.g., elevation, soil suitability, slope, environmental/ historic preservation reviews, lead-based paint/ asbestos mitigation, etc.) and verify that the scope and design include State and federal promulgated energy efficiency construction requirements in accordance with the Program Requirements. If a project is in a Special Flood Hazard Area (SFHA), Contractor must review it prior to

- framing for new construction or the commencement of rehabilitation, to ensure its elevation complies with the designated base flood elevation and building requirements as defined by State and local floodplain administrators.
- e. For homes in both Paths 1 and 2, Contractor must work together with Survivors, construction contractors, and subcontractors, to ensure they adhere to timelines and budgets, review contractual terms and conditions to mitigate risk, and follow appropriate notices to proceed. Contractor must review all invoice details to ensure they match satisfactory work progress prior to payment and must ensure all change orders are warranted and cost reasonable, as described in Program Requirements. Contractor must ensure that all new or reconstructed homes meet all Program Requirements, are code compliant, and receive certificates of occupancy and that any final punch list is satisfied prior to recommending Agency make final contractor payment.
 - f. Contractor must coordinate personal property storage for the Survivor, to include (1) the acquisition, delivery, and removal of storage pods and/or lockers; and (2) the processing of Survivor storage reimbursement in accordance with Program Requirements. Contractor must identify project-appropriate and customized storage pods/ lockers that meet the Survivor's specific needs and meet Agency Program Requirements.
 - g. Contractor must coordinate with the construction contractors, subcontractors, and Survivors to ensure there is no delay due to conflict with storage pods/ lockers not being ready prior to the first day of construction and allowing the Survivor adequate time to remove all possessions they intend to retain.
 - h. Contractor must expeditiously review for compliance all invoices submitted, and must clarify and correct any potential financial discrepancies, allowing for Agency to quickly process payments for storage activities, in line with Agency's financial policies and procedures.
 - i. Contractor must provide Survivors with technical assistance, advocacy, non-binding issue resolution assistance, and other appropriate service as warranted to assist Survivor in achieving project completion.
 - j. Where construction contractor has a contract with Agency, Contractor must be responsible for contract management and implementation with the selected construction contractor(s) throughout the construction period to closeout. Where construction contractor does not have a contract with Agency, Contractor must assist and advise the Survivor regarding contract management and implementation with the selected construction contractor(s) throughout the construction period to closeout. This may include but is not limited to:
 - (i) Reviewing construction documents provided by contractors or Survivors;
 - (ii) Permitting and zoning coordination as required;
 - (iii) Creating and monitoring implementation of safety plans;
 - (iv) Personal property storage coordination for Survivors;
 - (v) Progress payment review, coordination, and submission to Agency;
 - (vi) Progress payment schedule and quality inspections;
 - (vii) Collection, verification, monitoring, and reporting on good faith efforts to achieve programmatic Section 3 and M/W/DBE goals;
 - (viii) Change order coordination, review, and oversight (architectural and engineering review or facilitation);
 - (ix) Supporting Applicants who request or require non-binding issue resolution;
 - (x) Verification of bonding, insurance, and lien waivers;
 - (xi) Substantial completion and final punch list coordination and verification;
 - (xii) Scope and quality of work preliminary dispute resolution;
 - (xiii) Warranty walkthrough, binder, and claim facilitation;
 - (xiv) Assisting Agency with documenting compliance with all other federal and State requirements associated with the project;
 - (xv) Ensuring that the Survivor managed construction contract includes language that Survivor and contractor may not contract to do any additional work on the home that is outside of the approved scope of work. Contractor must facilitate contract amendments for Survivors if

needed to bring Survivor-lead contracts into compliance with the Program Requirements. If the Survivor desires contractor to do additional work, then that additional work must be done under a separate contract, and only after the approved project is finished and closed out, unless otherwise permitted by Program Requirements. All Survivor-managed construction contracts must include the following requirements:

- Construction contractor must provide all construction documents to Contractor;
 - Construction documents must be prepared by a licensed design and/or engineer professional as required by State law and regulations;
 - Construction documents, design, and development must comply with the Program Requirements, and must be cost reasonable/ industry standard; and
 - Construction contractor payments are subject to completion of approved expenses and compliance with Program Requirements. Payments approved by Agency will be disbursed by Agency to the construction contractor.
- k.** For Survivor managed construction, Contractor must review construction contractor’s construction documents to verify that they were prepared by licensed design and/or engineering professionals, as required by State law and regulations, and that they comply with the Program Requirements and are cost reasonable according to review protocols to be reviewed and approved by Agency. If Contractor determines that documents are out of compliance with these requirements, Contractor must follow Program Requirements to notify Survivor of the issue, to move file to an inactive status according to Program Requirements and must coordinate resolution between parties.
- l.** Survivors and their construction contractors must provide all construction documents to Contractor, and Contractor must ensure these documents are uploaded via the System of Record. Contractor must verify that construction contractor’s documents have been submitted and approved by the local authority having jurisdiction (“AHJ”), obtain a copy of the building permit, and upload a copy of the permit into Agency’s System of Record.
- m.** If noncompliance in any area is discovered, Contractor must issue an inactive status notice to construction contractor with notification also sent to the Survivor, in accordance with Program Requirements.
- n.** In the event of noncompliance and inactive status, Contractor must determine how best to resolve and mitigate the noncompliant factors as expeditiously as possible so that the project may resume.
- o.** Contractor must ensure that for both itself and the construction contractor, all of the following has been obtained and properly recorded in Agency’s System of Record: all necessary consents from Survivors to access property and structures; authorization to perform only the work authorized under the specific documentation approved by Agency; consent to digital photography or videography of the construction area prior to, during, and after construction; proof of insurance from construction contractor and, as required by Agency, any subcontractors in effect at the time work commences on any home including builders’ risk coverage, commercial liability coverage, and workers’ compensation coverage, which must remain in effect during the entire rehabilitation, reconstruction, replacement, or elevation project; payment and performance bonds, as required by Program Requirements, in effect during construction and/or such other appropriate documentation to prevent mechanics’ liens from being recorded in the land records against the Survivor, limited to construction, and to avoid non-payments to subcontractors, suppliers, or both.
- p.** Contractor must ensure it has provided all Survivors in construction phases with Contractor’s contact information, and written notice of the initial dispute resolution and appeals process and must obtain written verification from Survivor of receipt. Contractor must upload such written verification into Agency’s System of Record.
- q.** As required by Agency, Contractor must attend and manage all program-required construction meetings with construction contractors and Survivors including but not limited to: project walkthrough

- conference, site inspections, scheduling, payment inspections, any cease and desist/ stop work order (if meeting required), change order (if meeting required), and final walkthrough (including punch list).
- r. Contractor must confirm that construction contractors and subcontractors have project safety plans in place and all field personnel have received the appropriate safety training prior to start of construction work, as certified by the construction contractor, including but not limited to: temporary toilet facilities (if needed); making sure all notices have been provided to construction contractor and subcontractors regarding State and federal OSHA requirements, prohibition of possessing firearms at project sites, and prohibition against the use of drugs and alcohol at project sites and when performing construction; acknowledgement by construction contractors and subcontractors in writing that their employees will, when working in or around a home, conduct themselves in a professional manner and interact with occupants of the home in a respectful manner and their employees must avoid using or displaying profanity, obscene, sexual, sexist, racial, or any other inappropriate language, music, or images in the presence of any occupant of the home, and that contractors and subcontractors have a progressive discipline policy in place prior to the start of any construction project.
 - s. Contractor must ensure that any required builder or construction contractor surveys, site plans, and elevation plans have been produced and approved prior to construction as required by local zoning and permitting. For an elevation project, Contractor must verify that a licensed land surveyor has completed certified surveys of the home prior to construction and has completed a final as-built survey that the home was elevated to the height required by Program Requirements.
 - t. Contractor must ensure that construction contractor and its subcontractors comply with all State and federal safety requirements, including hazardous materials, mold, lead, and asbestos safe handling practices, and maintain the necessary insurance coverage for the specific safety standard throughout the duration of the construction contract.
 - u. Contractor must conduct periodic monitoring of home construction during all construction phases in accordance with Program Requirements. Contractor must issue progress inspection reports for each inspection, and each inspection report must be accurately uploaded into Agency's System of Record.
 - v. Contractor must assist Survivors with questions regarding any work being performed and assist Agency in any necessary non-binding issue resolution between the Survivor and construction contractor and its subcontractors, as applicable.
 - w. Contractor must issue any required notices of non-conformance or stop work orders to Survivor, in accordance with Program Requirements, when there are issues that are safety related, when work will be performed before the required corrections or AHJ inspection, or when work will be performed that is outside the scope of the work for the home without an approved change order. Contractor must upload into Agency's System of Record information regarding the notices of non-conformance or stop work orders prior to delivery to Survivor, construction contractor, or both.
 - x. Where applicable, as determined by Agency, Contractor must require construction contractor and its subcontractors to provide copies of all bills, delivery tickets, and prevailing wage certifications with all invoices. Contractor must verify that all invoices and supporting documentation are uploaded timely into Agency's System of Record before Contractor certifies payment readiness. Contractor must manage the payment schedule for construction contractors and, if necessary, assist construction contractors in setting up accounts with Agency to enable electronic payments or will otherwise establish and record payment instructions for construction contractors within Agency's System of Record.
 - y. Contractor must ensure each project file is updated as progress on the project is made and that each file is kept current, accurate and complete in Agency's System of Record, including but not limited to:
 - (i) All invoices, progress payments, and drawdowns have been reviewed and reconciled timely by multiple levels of Contractor and Agency staff that have adequate separation of duties to ensure any errors are expeditiously revealed and corrected prior to any payment being authorized and disbursed;
 - (ii) All payments must be supported by clearly evidenced backup documentation that is batched with the payment;

- (iii) If applicable, invoices must coincide with requisite certified payrolls conforming to the Davis-Bacon wage decision covering the project and that have been reviewed and accepted with no errors in job classifications, fringe benefits, or any other condition that would prevent payment;
 - (iv) Invoices must also be tied to corroborating progress reports and deliverables. Unless otherwise directed by Agency, no advance payments will be authorized for deliverables and milestones of the project yet to be realized;
 - (v) All invoices, supporting documentation, and proof of receipt must be uploaded to Agency's System of Record;
 - (vi) Invoices have been verified for accuracy and compliance, and do not exceed the net payment terms schedule in any contract;
 - (vii) Contractor must provide technical assistance to all construction contractors who may need assistance navigating Agency's System of Record.
- z.** Contractor must coordinate construction contractor's requests for plan, specification, bid book pricing, and/or scope of work clarifications. Through use of an industry standard construction cost estimating tool, Contractor must establish a bid book for review and approval by Agency. Contractor must facilitate and verify sufficient and proper information is provided by the appropriate licensed professional. Contractor must manage and help coordinate reasonable decisions with Survivors and Agency on approval of any and all change orders.
- aa.** Contractor must review all proposed warranties that construction contractor and subcontractors will provide Survivor upon completion of project to make sure the warranties are in compliance with the Program Requirements. Contractor must work with construction contractor to ensure that all warranties and guarantees of workmanship are furnished to Survivors upon completion of a construction contract and acceptance of the work. Construction contractor and subcontractors may not limit or exclude required warranties or warranties implied by law or code, and Contractor must inspect for any occurrences of limitations or exclusions.
- bb.** Contractor must perform final inspections (all work complete, including but not limited to change orders, and tender of all warranties/ guarantees to Survivor) before Agency will provide final payment.
- cc.** Contractor must ensure compliance by construction contractors with the AHJ and any other necessary certifying authority.
- dd.** Contractor must ensure compliance with cross-cutting federal regulations that include Section 3 of the Housing and Urban Development Act, minority- and women-owned business hiring, environmental and labor rules, and equal employment opportunity, among others.
- ee.** Contractor must complete and submit to Agency's System of Record all required documents to include but not limited to the following forms:
- (i) Progress inspection reports;
 - (ii) Final housing inspection and lien release (include copies of any certificate of occupancy by AHJ and/or final acceptance by an architect (if applicable), and Contractor-signed required DRR/ CDBG-DR form that project was completed (approve/ disapprove/ sign and date);
 - (iii) Photos of completed work to support invoices; and
 - (iv) Such other contract closeout documentation that may be required by the Program Requirements.
- ff.** Contractor must ensure accurate and complete retention of project records and documentation. Contractor must ensure all requirements of efficient and compliant construction records are integrated into Agency's System of Record. At a minimum, for construction management, Agency's System of Record must include each of the following if they apply, as determined by Agency:
- (i) All rights of entry and all contracts, grants, agreements, etc. as required by Program Requirements;

- (ii) Compliance QC checklists;
- (iii) Damage assessment(s);
- (iv) Photography and videography consent from the Survivor for pre-, during, and postconstruction phases;
- (v) Construction documents to include cost-reasonableness, conformance with 2 Code of Federal Regulations (CFR) 200 procurement standards and notices to proceed;
- (vi) Shop drawings, 100% design, and as-builts;
- (vii) Construction contractor licensure, insurance, and performance bond documents;
- (viii) Executed construction contracts and any applicable amendments and change orders;
- (ix) Relocation and personal property storage plans;
- (x) The environmental review records and Section 106 review;
- (xi) A project safety plan;
- (xii) Acquisition and temporary/ permanent rights-of-way documentation;
- (xiii) Any permits as required per site;
- (xiv) Compliance by construction contractor with Section 504/ ADA/ Uniform Federal Accessibility Standards (UFAS) as warranted and applicable or any other reasonable accommodation;
- (xv) Davis-Bacon wage decision and all certified payrolls;
- (xvi) Section 3 and MWBE good faith efforts;
- (xvii) All invoices, proof of approval/ payment, and project budget reconciliation;
- (xviii) Attestation of compliance with Equal Employment Opportunity and Fair Housing;
- (xix) Any programmatic reviews to ensure prevention of Fraud, Waste, & Abuse (FWA);
- (xx) Inspection reports;
- (xxi) Construction management meeting notes;
- (xxii) Releases of all mechanics' liens;
- (xxiii) Occupancy certificate; and
- (xxiv) Any other project-specific documents

gg. Contractor must coordinate with Agency to ensure System of Record developers can produce an automated weekly status report on construction program and projects. Before an automated report is available in Agency's System of Record, Contractor must provide such reports electronically to Agency.

C. Applicant Communications Services.

- a.** Applicant Communications Services will be hourly rate based as outlined in Exhibit F: Contractor's Pricing.
- b.** Contractor must provide Applicant communications services that support both the public and individual Applicant's understanding and awareness of available programs and the effective case management of each individual Applicant from intake to file closing. Applicant communications services will support the efficient movement of applications from intake to award for every applicable program.
- c.** Contractor must develop a comprehensive outreach plan including recommendations for outreach strategies, key messages, frequency of communications, and tailored communications tools to engage these audiences alongside mechanisms to receive feedback. Using a proven communications approach from on-the-ground experience delivering strategic communications support to CDBG-DR programs across the country, Contractor must:
 - (i) Identify: Define the audiences who are most in need of program information and partners who can help amplify Agency messages;
 - (ii) Listen: Through traditional approaches like community meetings and interaction with recovery partners and via advanced social media listening tools and processes, listen to what communities are saying, feeling, and fearing;

- (iii) Plan: In close partnership with Agency's communications staff, plan communications (from strategy and materials down to tactics) that will deliver communications and program outcomes.
 - (iv) Execute: Drive outbound communications aggressively with the intent to deliver impact by integrating tactics (e.g., owned and earned), using creativity to connect emotionally and traditionally, and working with community partners to amplify and echo;
 - (v) Measure: Accurately and objectively measure the delivery and impact of communications to improve, accelerate, and validate audits and external review. This measurement is used to inform the next iteration of the communications cycle;
 - (vi) Following outreach plan approval, Contractor must implement the plan by engaging community partners and residents in the impacted areas to share and encourage application once programs are available.
- d.** Communications services supports the public and individual Applicant's understanding of the program. Contractor must provide the following minimal services:
- (i) Contractor must ensure applications are generated for Agency approval.; Contractor is not responsible for hosting the application online unless requested by Agency. Contractor must coordinate among its resources to develop online application intake at Agency's direction;
 - (ii) Contractor must develop public-facing content for public awareness campaigns including but not limited to: fact sheets, content management of Agency's disaster recovery website, social media content generation, content drafting of materials for direct mailings to potential or current Applicants, and other public content generation as directed by Agency. Contractor must seek approval from Agency before distributing materials. Contractor must coordinate outreach efforts, including call-out and letter campaigns, in accordance with the approved outreach plan;
 - (iii) Document translation services: Contractor must be responsible, as directed by Agency, for translation services in accordance with the DRR Language Access Plan, which can be viewed here: https://www.oregon.gov/ohcs/housing-assistance/disaster-recovery/Documents/CDBG-DR%20Oregon%20Language%20Access%20Plan%20Version%201.0%20FINAL_508.pdf;
 - (iv) Staff training: Contractor must provide subject-matter expertise to Agency's communications staff on the communications needs of disaster recovery programs, HUD communications and website compliance, and content of Agency-guiding Federal Registers and communications and public reporting requirements therein;
 - (v) Strategic communications: Contractor must provide strategic communications as requested by Agency, including the development of presentations for Agency leadership and Agency staff;
 - (vi) Outreach: Contractor must assist Agency, as requested by Agency, to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts;
 - (vii) Contractor must support public meetings. This includes scheduling rooms and other public forums; generating presentation content; providing subject matter expert staff to conduct the presentations themselves; recording attendance; generating advertising materials; publishing materials in local papers, local media, on social media, or through other means; and other public meetings coordination as requested by Agency.

D. Program Management Services.

- a.** Services under this section will be unit-based, meaning, Contractor invoicing occurs following the approved delivery of a unit as described below and in Exhibit F.

b. Contractor must work with Agency and its partners to build and implement low-barrier and transparent processes. These processes start with outreach and intake and go through closeout for each of the Housing Programs, initially: Homeowner Assistance and Recovery Program (HARP); Homeownership Opportunities Program (HOP); and Intermediate Housing Assistance (IHA). Contractor's general approach to delivering HARP, HOP, and IHA involves:

- (i) Intake;
- (ii) Eligibility review;
- (iii) Duplication of Benefits (DOB) review;
- (iv) Inspections and environmental review;
- (v) Award determination and appeals;
- (vi) Construction management and housing replacement services, which includes QA/ QC inspections, temporary relocation assistance, and rental or homeownership assistance, as applicable; and
- (vii) Closeout and compliance monitoring.

c. Contractor must offer consistent and concurrent support to connect each step via:

- (i) Dedicated and comprehensive case management that provides Applicant-focused advocacy throughout each program without confusing handoffs; includes Case Manager training to ensure Program Requirements and procedures proficiency;
- (ii) Audit-ready files from integrated QA/ QC at each step of the application process;
- (iii) Regular training and technical assistance across Contractor teams for constant process improvement, compliant, Applicant-first operations, and full awareness of all funding sources available to Applicants;
- (iv) Daily, weekly, and monthly reporting and data analysis to inform process refinement and give Agency information needed for program design and policy strategies;
- (v) Communications and engagement to ensure that Survivors are informed, and that vulnerable populations receive information in the way they need to successfully receive the assistance they need to start and finish the process;
- (vi) Construction advisory services that offer clear and consistent programmatic and construction support for Applicants, tailored to help HARP Applicants based on where they are in their rehabilitation process, through project completion.

d. The initial Housing Programs are further described below:

- (i) Homeowner Assistance and Reconstruction Program ("HARP"): HARP will provide assistance in the form of Agency-provided grant and/or loan agreements to eligible Survivors who experienced damage to their homes from the 2020 wildfires and have remaining recovery needs after accounting for other duplicative benefits received. HARP will fund eligible rehabilitation, reconstruction, acquisition, and replacement costs, including additional costs to comply with federal, State, and local construction standards, such as replacing on-site residential infrastructure, complying with green building standards, and ensuring homes are accessible for individuals living with disabilities and senior residents. Eligible costs will also include elevation, fire hardening, and other program-required mitigation costs that will help protect homes from natural hazards faced in the fire-impacted communities. Contractor must coordinate with Agency and others to ensure each step of the application process is coordinated and streamlined to address Applicants' remaining needs.
- (ii) Homeownership Opportunities Program ("HOP"): Due to rising housing rental and homeownership costs, a lack of available housing, disaster impacts to renters, and damages to single-family housing, Agency will help replace destroyed housing stock with affordable homeownership opportunities for disaster-impacted first-time homebuyers. The HOP

program will fund the development of single-family site built or pre-fabricated structures—defined as one to four units—for the purposes of selling to eligible disaster-impacted first-time homebuyers. Prefabricated (including manufactured) homes may only be placed in manufactured housing parks that are owned by a nonprofit, community land trust, public housing authority, or resident cooperative and have a regulatory agreement in place to maintain affordability.

HOP awards to homebuyers will be structured as fully or partially forgivable, zero interest loans. The award amount and structure will be calculated based on the Applicant’s household income, other reasonably priced resources available to the Applicant for home purchase, and projected costs for maintaining the home and housing costs (e.g., property taxes, homeowners’ and flood insurance, utilities, etc.). Homebuyers are not required to qualify for a first mortgage to be eligible for HOP. The repayable portion of the loan will be amortized over a period that makes the payments affordable for the homebuyer, as determined by Agency. If the property is sold prior to full repayment, the balance of the repayable portion will be due to Agency upon sale. The forgivable portion of the loan is subject to recapture in accordance with the receding percentages included in the Program Requirements and recorded loan. The property must be maintained as affordable housing for the duration of a property affordability period, which may be longer than the term of the loan to the homebuyer. The resale requirements associated with the affordability period will be recorded on the property either as a deed restriction, covenant, through bylaws (if placed in an affordability-regulated manufactured housing park), and/or other means. Agency may also take a security interest in a manufactured home. The HOP program includes two levels of subsidy to build housing that is more affordable, energy-efficient, and resilient in the face of future disasters:

- **New Housing Production:** Agency will work with developers, manufactured home dealers, and builders to incentivize development and to subsidize the cost of developing housing according to Program Requirements. Contractor must coordinate with developers, landowners, park owners, non-profit organizations, and manufactured home dealers and builders, as applicable to review proposed housing development plans and to facilitate the placement of homebuyers into their new homes. Contractor must ensure all projects meet compliance with energy-efficient, accessibility, and resilient building standards as established in the HOP guidelines. Contractor must upload all information into Agency’s System of Record.
- **Homeownership Assistance:** Agency will support eligible Applicants directly by providing additional homeownership assistance, as needed, to make the home affordable. Contractor must coordinate all homebuyer intake materials to ensure any application materials that can be prepopulated by the Case Manager are completed to ease the application process for the Survivor.

Contractor must establish clear and detailed Standard Operating Procedures for HOP to ensure high quality housing is available to those households with the greatest need, as defined in Program Requirements.

- (iii) **Intermediate Housing Assistance (“IHA”):** IHA will provide assistance to 2020 wildfire impacted owners and renters who lack the necessary resources or support networks to obtain affordable housing and need alternative housing until permanent housing solutions are secured. Agency will provide grant agreements to provide rental costs, temporary relocation, and/or other intermediate housing assistance.

Contractor must foster collaborative relationships between rental program implementers to encourage information and data transfer between Agency partners, reducing barriers to access for the program. Making the Survivor's experience less burdensome can encourage households to participate in IHA and facilitates Agency partners and Agency reviews. Case Managers are cross trained on IHA, HARP, and HOP and are able to serve as a single point of contact, including in the event an Applicant qualifies for IHA and one of the other programs. Contractor must develop intake and inspection program document checklists, program Standard Operating Procedures for Agency partners to operate the program, and Standard Operating Procedures that outline program monitoring requirements for Agency staff.

E. Program Management Services Units.

Contractor must develop a ReOregon QA/ QC plan that includes a standard approach to reviewing files, document management guidelines, and a framework for corrective actions to be taken in the event of noncompliance. Contractor must also develop a set of easy-to-understand document management verification steps and checklists to support Agency staff and Applicants in complying with Program Requirements and HUD regulations.

For HARP, Contractor must establish preliminary threshold criteria in order to verify Applicants' eligibility based on the phase that is open at the time of intake. Contractor must obtain Agency's approval of the threshold criteria. Contractor must communicate application status in writing and over the phone to Applicants within 30 calendar days from when a determination is made to prevent unnecessary waiting times and growing expectations. If there are additional documentation or information needs, Contractor's Case Managers must follow up with Applicants as soon as those needs are identified and must upload case notes and additional documentation into Agency's System of Record. Contractor must review each Applicant's application to ensure each Applicant meets eligibility requirements established in the Program Requirements, and to establish whether a damage verification inspection is required to support or supplement an eligibility determination.

For HOP, Contractor must establish preliminary threshold criteria and a document checklist to ensure Applicants are eligible to participate, in alignment with Program Requirements. Contractor must obtain Agency's approval of the threshold criteria and document checklist. In situations where a desktop review is insufficient to determine eligibility for a given application or project, or when directed by Agency, Contractor must conduct an on-site damage verification inspection. The damage verification inspection report must be complete and verifiable in Agency's System of Record within 24 hours after inspection, as described in Figure 1.

For IHA, Contractor must establish preliminary threshold criteria to ensure Applicants are eligible to participate. Contractor must assess whether Applicants meet eligibility according to Program Requirements. In addition to a desktop review, Contractor must conduct an on-site damage verification inspection in situations where a desktop review is insufficient to determine eligibility for a given application or project, or when directed by Agency. The damage verification inspection report must be complete and verifiable in Agency's System of Record within 24 hours after inspection, as described in Figure 1.

- a. **Step 1: Intake.** Contractor must create a welcoming environment for Applicants by training Case Managers on foundational, trauma-informed intake and programmatic specific Program Requirements. Contractor must ensure Agency approves intake and eligibility Standard Operating Procedures prior to application launch, as the Standard Operating Procedures and ongoing Case Manager training provide threshold reviews and minimize errors from Agency staff working across the State, ultimately reducing wait times, unnecessary Applicant follow-up, and subsequent ineligibility determinations.

Intake must include but not be limited to:

- (i) Contractor must be responsible for efficiently moving Applicants from initial application intake through a full file QA/ QC and into Step 2 (Eligibility Review) while establishing procedures for lessening the intake of Applicant files that result in subsequent denial due to ineligibility.
- (ii) Contractor must staff intake centers as directed by Agency during the Application intake period with trained personnel to efficiently assist Applicants with scheduling an in-person application intake meeting and efficiently completing the application.
- (iii) Contractor must perform initial application screening and processing that will minimize subsequent denial or ineligibility letters including completeness review and income threshold eligibility review and must determine if Applicant fits within program priorities.
- (iv) Contractor must collect required documentation, document Applicant file completely in Agency's System of Record, and coordinate via the assigned Case Manager to issue correspondence requesting any missing documentation.
- (v) Contractor Case Managers and call center representatives must be trained in the use of the online application and must be available from 8:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding holidays, to assist with access and submission questions. Contractor must regularly review the online portal to ensure application submissions are accounted for, and must assign partially completed applications to Case Managers for Applicant follow up.
- (vi) Contractor must have the ability to accommodate special needs Applicants which may include but is not limited to eligible elderly persons and persons with special needs through the use of American Sign Language, oral presentation of documents, or, if requested by Agency, home visit if Applicant is unable to come to the intake center. Contractor must be responsible for providing Agency-requested services to all Applicants to meet HUD, State, and Agency regulations and Program Requirements. Contractor must create program fliers and summaries that are in plain language and understandable to a wide range of English and Spanish speakers, and must ensure all posted Contractor-developed website content follows Section 508 of the Rehabilitation Act.
- (vii) Contractor must complete a full QA/ QC review of each file before pushing the file to Step 2 (Eligibility Review). To help Applicants evaluate their options, all Case Managers must advise Applicants of compliance requirements, the overall process, and estimated timelines. Contractor must closely review and transcribe all application information into Agency's System of Record with attention to detail. Contractor must document all Applicant communications in Agency's System of Record. Once the intake checklist is completed, phasing is confirmed (if applicable), documents are uploaded, and files will be advanced to a QA/ QC review. For files successfully passing the QA/ QC review, intake is considered complete. For files that do not pass the QA/ QC review, feedback and direction will be provided by the QA/ QC specialist to the Case Manager. Once QA/ QC review successfully approves files and they advance to eligibility review, intake will be considered complete.
- (viii) Contractor may invoice Agency for the intake unit per file when the file is moved into Step 2 (Eligibility Review) with all steps complete, no pending rejections or reviews from Agency staff, a QA/ QC check is complete, and all required documentation is verifiable in Agency's System of Record as described in Figure 1.

b. Step 2: Eligibility Review. Contractor must accomplish an eligibility review and determination for received and completed applications which must minimally include the following:

- (i) Perform all Services necessary to determine program eligibility according to Program Requirements for all applications that are received and completed by Applicants and advanced out of Step 1 (Intake) into Step 2 (Eligibility Review) according to Agency protocol.
- (ii) Application processing must follow prioritization requirements as identified in Program Requirements.

- (iii) Evaluate documentation submitted to determine property owner eligibility based on all Program Requirements as well as federal and State requirements. Contractor must review all components of the application to ensure the submitted documents comply with the guidelines and meet all eligibility criteria. The Case Manager will use both the Standard Operating Procedures and additional job aids to ensure all criteria are evaluated. This review must be completed within 30 calendar days and documented in Agency's System of Record.
 - (iv) In accordance with Program Requirements, verify damage resulting from the qualifying disaster during eligibility review.
 - (v) Ensure Case Managers are informed of eligibility status. Transfer Applicant files who are ineligible to Case Managers to notify Applicants of their ineligible status and to conduct the appeals process as needed. Once the QA/ QC Lead reviews and approves or denies the application, the Case Manager must draft and send the notice of eligibility or ineligibility to the Applicant in writing and follow up using their preferred communication mode (phone, email, or text). Eligibility letters must be sent within 3 business days of the approval from the QA/ QC Lead, unless otherwise directed by Agency, and the application will then advance to Step 3 (DOB and VOB).
 - (vi) Complete each eligibility review within thirty (30) calendar days as described in Figure 1.
 - (vii) Contractor must monitor progress of applications within Step 2 (Eligibility Review) to ensure they are being reviewed according to program phase prioritization requirements and to ensure eligibility review is completed within the 30 calendar day timeframe. To ensure files are moving efficiently through the process and to identify potential bottlenecks, Contractor must generate a weekly aging report to be used by Contractor and Agency, as needed.
 - (viii) Contractor may invoice Agency for the eligibility unit per file when the eligibility review is completed and verifiable in Agency's System of Record, as described in Figure 1. Contractor must ensure the QA/ QC Specialists can manage applications in Agency's System of Record and catch any potential issues prior to files moving into the award and construction phases.
- c. Step 3: Duplication and Verification of Benefit (DOB and VOB). Contractor must perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding which shall include, at a minimum:
- (i) Perform all services necessary to verify DOB and VOB according to Program Requirements for applications that are determined to be eligible for funding. Based on intake information collected in the application, Contractor must conduct an initial review of other sources of funding, including third-party verification. These verifications must be documented and uploaded in Agency's System of Record.
 - (ii) Contractor must conduct outreach to sources holding data necessary to complete DOB/ VOB review. Once an Applicant has been identified as meeting threshold eligibility, Contractor must schedule initial site inspections.
 - (iii) Based on intake information collected in the application, Contractor must conduct an initial review of other sources of funding, including third-party verifications. These DOB calculations must be documented uploaded into Agency's System of Record. As required by HUD, Contractor's analysis of DOB – including any determination of \$0 DOB – must be uploaded into Agency's System of Record. If Program Requirements require Contractor to review other reasonable financial assistance available to go toward the purchase of a home, Contractor must review that information.
 - (iv) Contractor must complete each DOB and VOB review within twenty-five (25) calendar days, as described in Figure 1.
 - (v) Contractor may invoice Agency for the DOB and VOB unit per file when the DOB and VOB review is complete and verifiable in Agency's System of Record.
 - (vi) Upon program launch, Contractor must ensure all data sharing agreements are established with all possible third-party entities for Agency to receive their data feeds for individuals

receiving assistance under other local federal disasters. Contractor must identify other State and local partners who have been providing Applicants with recovery assistance and must develop a third-party verification process for obtaining those partners' award information as part of the VOB component of determining DOB.

- (vii) For homeowner's insurance and other nonfederal third-party assistance, Contractor must make 2 attempts over 3 weeks to contact funders before deploying a self-certification form to Survivors. With the data feeds and the third-party verification process, Contractor can determine the total assistance provided to an Applicant, for what purpose, and how much of it can be considered DOB.
- (viii) If required by Agency, Contractor must create system flags in Agency's System of Record to account for multiple DOB checkpoints throughout the process: (1) during the eligibility review of a Survivor's file, (2) before the execution of a grant agreement, and (3) before processing the file closeout.

F. Step 4: Inspections.

Contractor must be responsible for conducting inspections according to Program Requirements. Inspections will have different requirements and purposes according to the variety of project needs. Contractor must develop and confirm Standard Operating Procedures are in alignment with Program Requirements, including the different requirements and purposes needed to respond to a variety of project needs, and must establish milestone payment points for reconstructions along with manufactured housing units and rehabilitations. All Standard Operating Procedures must be approved by Agency.

Contractor must ensure site inspections of eligible properties are done to validate and document reported damages and tie-back. Contractor must verify tie-back using Federal Emergency Management Agency ("FEMA") data, insurance claim information, United States Small Business Administration inspection results, or other jurisdictional inspection reports. Cases without predetermined disaster tie-back will be designated as such by Contractor, who will be required to determine and thoroughly document whether disaster tie-back can be established.

Contractor must upload all inspection data and evidence per file report into the Agency's System of Record. Inspection services must include, but are not limited to:

a. Quality and Compliance Inspection (QC Inspection).

- (i) Contractor must perform QC inspections to ensure that all Housing Program construction activity is conducted according to Oregon State Building Code, including but not limited to: 2021 Oregon Energy Efficiency Specialty Code ("OEESC"), 2021 Oregon Residential Specialty Code ("ORSC"), and 2010 Manufactured Dwelling Installation ("OMDISC") (see <https://www.oregon.gov/bcd/codes-stand/Pages/index.aspx>). If Program Requirements are more strict than adopted Oregon State Building Code, Contractor must ensure that all construction activity complies with Program Requirements. Contractor must update all Standard Operating Procedures if Oregon State Building Code governing any project changes.
- (ii) QC inspections must verify that construction activity is being conducted in compliance with approved plans and specifications, manufacturer's instructions for any and all building materials, and that construction best practices are being followed. The QC inspection list of requirements must be developed in consultation with Contractor and Agency and must be approved by Agency. Through QC inspections, Contractor must ensure that all construction activity is compliant with the Program Requirements.
- (iii) QC inspections must occur at specific intervals (including pay points and final QC inspection) to be prescribed by Agency and must all be conducted in person unless otherwise directed by Agency. These inspections must occur at project sites or at manufacturing facilities. All

- inspections must result in reports detailing findings, with complete documentation including photographic evidence, and must include corrective action recommendations if necessary.
- (iv) Contractor must upload completed and quality control-checked inspection reports to Agency via Agency's System of Record within 24 hours / 1 business day of the inspection as described in Figure 1.
 - (v) Contractor may invoice Agency for the QC inspection unit per file when the QC inspection report is complete and verifiable in Agency's System of Record, as described in Figure 1.

b. Damage Verification Inspection (DV Inspection).

- (i) A desktop review may be sufficient, as Program Requirements will prescribe, to determine eligibility for any given application or project (in which case no DV inspection must occur unless required by Agency, and Contractor's eligibility review unit will include the review of existing information to determine eligibility without a site visit). For cases in which a site visit is necessary to determine the extent of damage for the purposes of determining eligibility, Contractor must perform a damage verification inspection. Contractor must visit the site, determine damage according to Program Requirements and Standard Operating Procedures, and document findings in a standard report which Contractor must upload into Agency's System of Record. During DV inspections, Contractor must also verify and document site conditions including debris on site, structures (if any) on site, etc.
- (ii) Contractor must upload completed and quality control-checked inspection reports to Agency via Agency's System of Record within 24 hours / 1 business day of the inspection as described in Figure 1
- (iii) Contractor may invoice Agency for the DV inspection unit per file when the DV inspection report is complete and verifiable in Agency's System of Record as described in Figure 1.

c. Scope of Work Inspection (SW Inspection).

- (i) According to Program Requirements, which will prescribe circumstances under which this unit is necessary, Contractor must perform scope of work inspections. Contractor must conduct an inspection of the site for the purposes of establishing, in part:
 - Independent cost analysis for comparison to Survivor managed construction general contractor costs provided;
 - Adherence to Program Requirements; and
 - Generation of full scope of work for project to meet Program Requirements.
- (ii) Contractor must create cost estimates resulting from the Applicant's scope of work using Contractor-provided industry standard residential construction cost estimating software. Agency will not pay for software costs.
- (iii) Contractor must be responsible for conducting inspections and developing scopes of work that meet all Program Requirements as well as Housing Quality Standard ("HQS"), Energy Star (if applicable under Program Requirements), Green Building Standards (if applicable under Program Requirements), local building codes, etc. Agency will not pay for any scope of work inspection units until they meet these requirements. Contractor must ensure inspectors are fully trained and develop Estimated Cost of Repairs and Work in Place Reports in one (1) site visit to ease the burden on Survivors of multiple site visits. When work cannot be completed in one (1) site visit, Contractor must provide an explanation of the circumstances and notify Agency within 1 business day that a project required scheduling multiple site visits. Contractor must use only fully qualified inspectors (HQS-certified damage assessors, State-

certified lead and asbestos inspectors, State-certified Oregon Building Code inspectors, etc.) to conduct inspections.

- (iv) Scope of work inspections must minimally include:
- Visual inspection of property;
 - Where accessible, according to Program Requirements, record and upload photographic evidence of all repairs or damages including roofs, crawl spaces, and attics;
 - Work in Place Report;
 - ECR – estimate of work to be completed using Xactimate to meet HQS and all applicable federal, State, and local codes and regulations;
 - Full QA/ QC review on all files to ensure quality work before submitting the file through Agency’s System of Record; and
 - Contractor must provide services to assess whether structural damages must be referred to an engineer and subsequently must develop an ECR for structural damage, if deemed necessary by an engineer.
- (v) Contractor must upload all completed and quality control-checked scope of work documents via Agency’s System of Record within fifteen (15) calendar days following the inspection, as described in Figure 1.
- (vi) Contractor may invoice Agency for the scope of work inspection unit per file when the review is complete and verifiable in Agency’s System of Record as described in Figure 1.

d. Lead-Based Paint Inspection (LBP Inspection).

- (i) Contractor must ensure projects subject to federal and/or State Lead-Based Paint provisions, in accordance with Program Requirements, have been tested for lead-based paint, and a scope and cost estimate generated for proper disposal of, abatement of, and/or clearance of lead-based paint prior to construction starting on all projects. All lead-based paint work must comply with federal and State regulations. See 24 CFR Part 35 Subparts B-R, 24 CFR Part 58 and 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. Contractor must complete and submit reports detailing lead-based inspection work completed through Agency’s System of Record.
- (ii) Contractor must upload completed and quality control-checked lead-based paint reports via Agency’s System of Record within fifteen (15) calendar days following the inspection, as described in Figure 1.
- (iii) Contractor may invoice Agency for the lead-based paint inspection unit per file when the lead-based paint inspection report is complete and verifiable in Agency’s System of Record.
- (iv) Lead-based paint inspection reports and cost estimates completed by Contractor can be used by third party contractors who will carry out any remediation services. Contractor will not be responsible for directly carrying out any remediation services or performing clearances.

e. Asbestos Containing Materials Inspection (ACM Inspection).

- (i) Contractor must conduct inspections for asbestos-containing materials on projects subject to federal and/or State asbestos provisions in accordance with Program Requirements. The sampling must be sufficient to accurately project the quantity of asbestos to be abated in the structure. All asbestos testing, sampling, and remediation scope of work generation must comply with federal and State regulations. See 24 CFR Part 35 Subparts B-R, 24 CFR Part 58 and 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. Contractor must perform asbestos surveys consisting of both visual and written inspection of the location, quantity, friability, condition of suspected

asbestos-containing materials, and the collection of samples from suspected asbestos-containing materials utilizing sampling methods according to all State and federal regulations and standards. Contractor must record photographs deemed necessary by the inspector to document the location and condition of suspect asbestos-containing materials. Contractor must test samples in a National Voluntary Laboratory Accreditation Program (“NVLAP”) accredited laboratory.

- (ii) Contractor must upload completed and quality control-checked asbestos-containing materials inspections via Agency’s System of Record within twenty (20) calendar days following the inspection as described in Figure 1.
- (iii) Contractor may invoice Agency for the asbestos-containing materials inspection unit per file when the asbestos-containing materials inspection report is complete and verifiable in Agency’s System of Record.
- (iv) Asbestos-containing materials inspection reports and cost estimates completed by Contractor can be used by third party contractors who will carry out any remediation services. Contractor will not be responsible for directly carrying out any remediation services or performing clearances.

f. Tier II (Site Specific) Environmental Review.

- (i) Contractor must perform tier II environmental review services. Agency has already initiated a tier I review at the county level; Contractor must build on that effort to complete the necessary site-specific reviews while avoiding duplicative work. Contractor must review the completed documentation from the tier I environmental reviews and must develop county-specific tier II checklists that are compliant with the HUD Environmental Review Online System (“HEROS”) so that the following site-specific reviews are completed for each construction site:

- Section 106 of the National Historic Preservation Act compliance and consultation with the State Historic Preservation Office (“SHPO”), tribes, and interested parties. Contractor must utilize the resources provided by HUD Region X, including the Oregon State Historic Preservation Checklist. Contractor’s architectural historians and archeologists who meet the Secretary of the Interior’s professional qualification standards must establish the area of potential effects, evaluate historic and cultural resources within the area of potential effects, and provide Agency with recommendations;
- Section 7 of the Endangered Species Act, including review of the National Marine Fisheries Service’s (“NMFS”) HUD Programmatic Appendices and, when required, U.S. Fish and Wildlife Services and other required and interested parties;
- Floodplain and wetlands review; and an eight-step decision-making process, including creation of related-publications, as applicable, for the presence of floodplain or wetlands in accordance with federal Executive Orders 11988 and 11990;
- Noise conditions that may affect noise-sensitive areas, such as housing;
- Radon testing conducted in coordination with initial site inspections (where applicable according to Program Requirements);
- Review of contaminated substances both above and below ground that may impact or be impacted by the project, where applicable; and
- Soil investigation, testing, and scoping activities for properties that sustained flood damage, and for properties at which there is an underground or above-ground fuel storage tank, as described in the Program Requirements.

- (ii) Contractor must complete tier II environmental reviews for each property that passes Step 2: Eligibility Review. The tier II environmental review must provide sufficient level of detail to

meet HUD expectations and must satisfy all HUD, federal, and State regulations. All tier II environmental reviews must be HUD Environmental Review Online System (“HEROS”) compliant.

- (iii) Upon identification of a site-specific tier II location, and after initial site inspection for the collection of photographs, testing, and site details, Contractor must prepare and upload all needed documentation into Agency’s System of Record so it may be deemed complete and verifiable within 45 calendar days. This includes the preparation of all consultation documents but does not include the time required for consultation with external parties or publication of required notices. Such additional timelines are subject to change through Agency coordination with consulted parties, and may include these:
- Consultation with SHPO: 30 calendar days from date of submittal
 - Consultation with tribes and other interested parties: will vary depending on party and project details; Contractor must inform Agency of consultation needs and projected timelines
 - Specialized studies required to be performed,
 - Floodplain and wetland eight-step notice: 15 calendar days from initial site inspection
 - Informal consultation with NMFS: 30 calendar days from initial site inspection
 - Formal consultation with NMFS: 145 calendar days from initial site inspection

For each of the above instances, Contractor shall notify Agency of cause of delay. Contractor may invoice Agency for the tier II unit per file when the review is complete and verifiable in Agency’s System of Record as described in Figure 1

G. Step 5: Award Determination.

- a. Contractor must perform all services necessary to generate awards following intake, eligibility, DOB/ VOB, inspections, and environmental reviews. Contractor must upload all award letter calculations and generated award letters per file into Agency’s System of Record. Agency must approve all award determinations and calculations prior to Contractor notifying Survivors of potential awards. Awards services shall include, but are not limited to:
- (i) Full QA/ QC review for each scope of work item before an award is calculated;
 - (ii) Award calculation;
 - (iii) Agency-approved grant or loan determination and award letter generation;
 - (iv) Award letter distributed. Agency may provide direction on distribution method.
- b. Contractor must complete each award determination within thirty (30) calendar days from the date the file is advanced to Step 5 (Award Determination) in Agency’s System of Record.
- c. Before generating an award letter or communicating with a Survivor, Contractor must carefully review the previous records ensuring only eligible applications in the appropriate phase are receiving an award, that DOB/ VOB has been appropriately accounted for, and the scope of work is complete and accurate in accordance with the Program Requirements. Contractor must then use the values for the project’s scope of work and the DOB/ VOB to calculate the project award. Ideally, this calculation will be performed within Agency’s System of Record. Once the award calculation is complete, Contractor must generate the award letter draft. Contractor must conduct an additional QA/ QC review of these components prior to marking them as complete in Agency’s System of Record.
- d. Contractor may invoice Agency for the awards unit per file when the award letter has had a full QA/ QC completed, the letter is delivered to the Applicant and is verifiable in Agency’s System of Record as described in Figure 1.
- e. Appeal Determination.

- (i) Contractor must perform all services necessary to complete appeals determinations according to Program Requirements and deliver appeals results to Applicant.
- (ii) Contractor must develop appeals procedures based on Program Requirements. Contractor must manage first tier appeals and provide subject matter expertise on the evaluation of the appeal. Second-tier appeal will be managed by Agency; Contractor must provide documents and information necessary to support Agency review.
- (iii) Contractor must train its staff to apply Program Requirements and must review all Survivor appeals. Contractor must review and document previous determinations and any additional supporting documentation not available at the time of the original decision as part of the appeal determination. Throughout the appeals process, Contractor must answer Survivor questions and request additional documentation if necessary. Contractor must provide updates to Agency on appeal status and must recommended next steps as well as documenting all conversations and correspondence received in Agency's System of Record.
- (iv) Contractor's Applicant-facing staff must be trained on appeals policies and procedures on a regular basis to ensure they understand:
 - Key policy components, such as what Applicants can submit appeals for and when;
 - Requirements for when Contractor staff must notify Applicants of their rights and opportunities to appeal;
 - Procedural handoffs with Contractor's appeals team;
 - Talking points for discussing appeals with Applicants; and
 - Documenting appeals in Agency's System of Record and on the appeals log.
- (v) Contractor must maintain an appeals log and perform trend analysis to guide Standard Operating Procedures or policy modification, and must recommend and coordinate exceptions panels as necessary.
- (vi) Recommend and coordinate exceptions panels as necessary.
- (vii) Contractor must provide appeal decisions within 60 calendar days from receipt of a complete appeal package as described in Figure 1. Contractor must clearly communicate the timeline and appeals steps to Applicant to help them understand the process. Contractor may invoice Agency for the appeals unit per file when the appeals result letter is delivered to the Applicant and is verifiable in Agency's System of Record as described in Figure 1

f. Award Consultation and Signing.

- (i) Contractor must perform all services necessary to facilitate execution of award offers with Applicants.
- (ii) Contractor must provide program expertise at each award consultation and signing to walk each Applicant through the details of the award. Contractor must schedule award consultation within 3 business days from the date the award determination is approved by Agency, unless otherwise requested by Applicant or Agency, and Agency agrees. Upon Agency's approval of the calculation and the award letter, Contractor must upload the award letter into Agency's System of Record and the Case Manager will reach out to the Applicant to set up a time to discuss their award, and will clearly outline the following details:
 - The scope of work;
 - DOB received;
 - Program caps;
 - The final award; and
 - Any Survivor financial responsibilities.

- (iii) Contractor must generate individualized grant and loan agreements. Contractor must provide in-depth training for all Case Managers in how to generate the grant and loan agreements and how to successfully hold an award consultation, including customer service and empathy. Survivors who are unprepared to sign at the initial award consultation may schedule a follow-up.
- (iv) Contractor must deliver grant or loan agreement to Survivors. Agency may provide direction on distribution method. Contractor may deliver agreements in person or Virtually. Contractor must complete award consultations and signings within 30 calendar days from the distribution of the award letter, unless Applicant or Agency requests additional time, and Agency agrees.
- (v) Contractor will facilitate the signature routing of Agency developed and approved grant and loan agreements and other documents as necessary through DocuSign and including recipients as required by Agency. Agency will provide a DocuSign license to Contractor for this purpose. Contractor must record all documentation and clear notes regarding the Applicant's decision and next steps in Agency's System of Record and must also provide Agency with copies of all correspondence related to executed agreements.
- (vi) Contractor may invoice Agency for the award consultation and signing unit per file when the document is signed, uploaded, and verifiable in Agency's System of Record.

g. Optional Relocation Assistance.

- (i) Contractor must manage optional relocation assistance as directed by Agency. Contractor must coordinate the sourcing of suitable temporary housing for the Survivor when program activity would displace the Survivor or when Survivor's living condition requires relocation according to Program Requirements.
- (ii) Optional relocation assistance must minimally include:
 - Sourcing and selection of suitable temporary housing for Survivor;
 - According to Program Requirements, facilitate and provide technical support for vendor setup in Agency's System of Record;
 - Quality control services to ensure payments are made to temporary housing provider;
 - Coordination of personal belongings storage, including identification of storage providers and coordination of all administrative needs in support of Survivor and storage provider, as requested by Survivor or Agency; and
 - Ensure quality case management for Survivor needs during all relocation services.
- (iii) Contractor must create processes for implementing Program Requirements for optional relocation assistance as well as role based optional relocation assistance Standard Operating Procedures that inform everyone of their critical role in successfully carrying out optional relocation assistance. The process must follow these steps:
 - Case Managers confirm eligibility for optional relocation assistance, Contractor determines if there will be any displaced tenants and if they are eligible under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA);
 - Case Managers will communicate options, timeline, and requirements to Applicants;
 - Contractor will organize manufactured home dealers, temporary storage providers, and temporary housing providers to coordinate the timing of when Survivors will move out, based on the construction schedule;

- Case Managers will maintain regular communication with Survivors and Contractor's construction management specialists during construction to ensure the projects are progressing on time;
 - Contractor will coordinate with the Survivor and local building officials (if needed) to schedule the move out date from their temporary home and the move in date to their rehabilitated home.
- (iv) Contractor may invoice Agency for the optional relocation assistance unit per file when the Survivor is successfully housed in suitable temporary housing, all Program Requirements have been met, the housing provider is established in Agency's System of Record for payment, and all required documents are uploaded and verifiable in Agency's System of Record. No applicant moving, storage, or related relocation expenses will be borne by Contractor.

h. Temporary Storage

- (i) Contractor must manage temporary storage as directed by Agency and in accordance with the Program Requirements. Contractor must coordinate the sourcing of suitable temporary storage providers for the Survivor when program activity would displace the Survivor or when Survivor's living condition requires temporary storage according to Program Requirements.
- (ii) Contractor is not liable for the contents of Survivor's personal belongings placed in temporary storage.
- (iii) Contractor may invoice Agency for the temporary storage unit per file when belongings are successfully stored in suitable temporary storage after all Program Requirements have been followed, storage provider is established in Agency's System of Record for payment, and all required documents are uploaded and verifiable in Agency's System of Record.

H. Environmental Review and Categorical Exclusion Subject to Part 58 (CEST).

- a. Contractor must provide environmental review services for all CDBG-DR funded projects.
- b. Contractor must review project details for all CDBG-DR projects provided by Agency and determine the appropriate level of environmental review in accordance with HUD environmental regulations and Oregon code or law. Based on the correct level of review, Contractor must generate all necessary documentation to be included in a complete environment review record. Each environmental review must be completed within 45 calendar days of Agency's request as described in Figure 1. Agency requests will include site-specific location information.
- c. Once Contractor receives all applicable project information, including but not limited to address, scope of work documents, and detailed project description, Contractor must implement a 5-day checklist process whereby the need for special studies, permits, and consultations are identified within the first 5 business days of receipt of Agency's request for an environmental review record.
- d. This unit is separate from the tier 1 environmental review and the tier 2 environmental review unit (which is specific to Housing Programs, especially HARP and HOP). Housing Program activity covered under this unit includes, but is not limited to, the Planning, Infrastructure and Economic Revitalization Program ("PIER") as described in the Action Plan.
- e. Environmental reviews must cover all requirements in 24 CFR Part 58, and any other applicable Program Requirements, Oregon codes or law, and federal regulations. If Agency requests Contractor to pay for the cost of publications and notices related to environmental reviews, such costs will be recorded and paid through contract amendment at cost, without overhead or profit.
- f. Contractor must maintain all correspondence in the environmental review record file and upload it into Agency's System of Record.
- g. Contractor may invoice Agency for the environmental review unit when the environmental review is complete, all Program Requirements and processes required by 24 CFR Part 58 have been completed

and documented, all interagency consultation requirements are complete, the environmental review has passed a QA/ QC check, and all required documents are uploaded and verifiable in Agency's System of Record.

I. General Requirements.

Contractor must comply with the federal grantor agency and Agency and their duly designated representatives in the monitoring of the projects to which this Contract relates; must provide in a form and manner approved by Agency such monitoring reports, progress reports, and the like as may be required; and must provide such reports at the times specified by Agency.

Figure 1. Deliverables and Delivery Schedule

Exhibit F Unit	Service/ Deliverable*	Criteria	Timeline
Step 1: Intake (Exhibit A, Part 2, Section E. a. Step 1: Intake)	Completed intake unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Contractor may invoice once a file is moved into Step 2 (Eligibility Review) with all steps complete, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record. Program Requirements may provide additional detail on cases in which Contractor may invoice (e.g., online applications or from Contractor intake) 	Within twenty (20) calendar days of Contractor's receipt of completed application <i>Days from the date an applicant submits all needed documentation to form a completed application packet to the date the applicant enters Step 2 (Eligibility Review) with all steps complete, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record.</i>
Step 2: Eligibility Review (Exhibit A, Part 2, Section E. b. Step 2: Eligibility Review)	Completed eligibility review unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the eligibility review is completed and verifiable in Agency's System of Record, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record and the application has been advanced out of Step 2 (Eligibility Review) in the System of Record. 	Within thirty (30) calendar days from the date the file is advanced to Step 2 (Eligibility Review) in Agency's System of Record <i>Days from the date an application enters Step 2 to the date when the eligibility review is completed and verifiable in Agency's System of Record, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record and the application has been advanced out of Step 2 (Eligibility Review) in the System of Record</i>
Step 3: Duplication and Verification of	Completed DOB and VOB unit uploaded and verifiable in Agency's System of	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the DOB and VOB review is complete and verifiable in Agency's System of Record, no pending rejections from Agency 	Within twenty-five (25) calendar days from the date the file is advanced to Step 3 (DOB and VOB) in Agency's System of Record

Benefit (DOB and VOB) (Exhibit A, Part 2, Section E.c Step 3: DOB and VOB)	Record (applies to Housing Programs)	staff, a QA/ QC check is complete by Contractor, all required documentation is verifiable in Agency's System of Record, and file is advanced to Step 4.	<i>Days from the date an application enters Step 3 to the date verification and duplication of benefits analyses are completed and the file advanced to Step 4.</i>
Step 4: Quality and Compliance Inspection (Exhibit A, Part 2, Section F.a Step 4: Quality and Compliance Inspection)	Completed quality and compliance inspection unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the QC inspection report is complete and verifiable in Agency's System of Record, no pending rejections from Agency staff, regardless of pass/fail results contained within the inspection report itself, pertaining to the inspected property's condition. 	Within 24 hours / 1 business day of the inspection <i>Days from the inspection to uploading a final report in the SOR. Limited cell or internet access may extend this deadline on a limited basis that Contractor has to complete this task if inspectors are working in remote locations. Contractor must inform Agency of the cause for this delay.</i>
Step 4: Damage Verification Inspection (Exhibit A, Part 2, Section F.b Step 4: Damage Verification Inspection)	Completed damage verification inspection unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the DV inspection report is complete and verifiable in Agency's System of Record, no pending rejections from Agency staff, regardless of DV "tie-back" outcome results contained within the inspection report itself, pertaining to the inspected property's damage in the Qualifying Event. 	Within 24 hours / 1 business day of the inspection <i>Days from the inspection to uploading a final report in the SOR. Cell or internet access may extend this deadline on a limited basis that Contractor has to complete this task if inspectors are working in remote locations. Contractor must inform Agency of the cause for this delay.</i>
Step 4: Scope of Work Inspection (Exhibit A, Part 2, Section F.c Step 4: Scope of Work Inspection)	Completed and QC-checked Scope of Work inspection report uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the scope of work inspection report is complete, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record. Updating or creating a subsequent version of the scope of work inspection report for inclusion of additional scope following the Tier II will fall outside of the 15-day timeline but will not result in an additional billable unit. 	Within fifteen (15) calendar days <i>Days from the date inspectors complete the site inspection to the date Scope of Work Documents are complete, quality-control check of the documents is successfully completed by Contractor, and finally to the date quality control-checked Scope of Work documents are uploaded to the system of record. Any inability to access sites due to factors outside of Contractor's control, such as refusal of right of entry by Survivor, or determinations that projects need to be referred to a structural engineer may unavoidably extend this</i>

			<i>timeframe that Contractor has to complete this task.</i>
<p>Step 4: Lead-Based Paint Inspection (Exhibit A, Part 2, Section F.d Step 4: Lead-based Paint Inspection)</p>	<p>Completed lead-based paint inspection unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the lead-based paint inspection report is complete and verifiable in Agency's System of Record, regardless of results contained within the inspection report itself, pertaining to the inspected property's lead-based paint contamination. 	<p>Within fifteen (15) calendar days</p> <p><i>Days from the date inspectors complete the site inspection to the date Lead Based Paint documents are generated, quality-control check of the documents is successfully completed and finally to the date quality control-checked Lead-based Paint documents are uploaded to the system of record.</i></p> <p><i>Any inability to access sites due to factors outside of Contractor's control, such as refusal of right of entry by Survivor, may unavoidably extend this timeframe that Contractor has to complete this task.</i></p>
<p>Step 4: Asbestos Containing Materials Inspection (Exhibit A, Part 2, Section F.e Step 4: Asbestos Containing Materials Inspection)</p>	<p>Completed asbestos-containing materials inspection unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the asbestos-containing materials inspection report is complete and verifiable in Agency's System of Record, regardless of results contained within the inspection report itself, pertaining to the inspected property's asbestos contamination. 	<p>Within twenty (20) calendar days.</p> <p><i>Days from the date inspectors complete the site inspection to the date Asbestos Containing Material documents are generated quality-control check of the documents is successfully completed and finally to the date quality control-checked Asbestos Containing documents are uploaded to the system of record.</i></p> <p><i>Any inability to access sites due to factors outside of Contractor's control, such as refusal of right of entry by Survivor, may unavoidably extend this timeframe that Contractor has to complete this task.</i></p>

<p>Step 4: Tier II (Site-Specific) Environmental Review (Exhibit A, Part 2, Section F.f Step 4: Tier II Environmental Review)</p>	<p>Completed tier II environmental review unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the tier II review is complete and verifiable in Agency's System of Record, regardless of results contained within the inspection report itself, pertaining to the inspected property's environmental conditions. 	<p>Within forty-five (45) calendar days following the initial inspection, with associated exceptions indicated in Exhibit A, Part 2, Section F.f: Step 4: Tier II Environmental Review.</p>
<p>Step 5: Award Determination (Exhibit A, Part 2, Section G Step 5: Award Determination)</p>	<p>Completed award determination unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the award letter has been generated, no pending rejections from Agency staff, a QA/ QC check is complete by Contractor, and all required documentation is verifiable in Agency's System of Record, and, the letter is delivered to the Applicant and is verifiable in Agency's System of Record. 	<p>Within thirty (30) calendar days from the date the file is advanced to Step 5 (Award Determination) in Agency's System of Record</p> <p><i>Award Determinations delivered to applicants within 30 days of file moving into Award Determination Phase.</i></p>
<p>Step 5: Award Consultation and Signing (Exhibit A, Part 2, Section G.f Step 5: Award Consultation and Signing)</p>	<p>Completed award consultation and signing unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file for the award consultation and signing when the document is signed, uploaded, and verifiable in Agency's System of Record. 	<p>Within 30 calendar days from the distribution of award letter, unless Applicant or Agency requests additional time.</p>
<p>Step 5: Appeal Determination (Exhibit A, Part 2, Section G.e Step 5: Appeal Determination)</p>	<p>Completed appeal determination unit uploaded and verifiable in Agency's System of Record (applies to Housing)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the appeals result letter is delivered to the Applicant and is verifiable in Agency's System of Record, regardless of outcome related to the Appeal pass/fail determination 	<p>Within 60 calendar days from receipt of a complete appeal package.</p>
<p>Step 5: Optional Relocation Assistance (Exhibit A, Part 2, Section G.g Step 5: Optional Relocation Assistance)</p>	<p>Optional relocation assistance unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)</p>	<ul style="list-style-type: none"> Contractor may invoice Agency per file when the Survivor is successfully housed in suitable temporary housing, all Program Requirements have been met, the housing provider is established in Agency's System of Record for payment, and all required documents are uploaded and verifiable in Agency's System of Record. 	<p>Once the Survivor is successfully housed in suitable temporary housing and all Program Requirements have been met.</p>

Temporary Storage	Temporary storage unit uploaded and verifiable in Agency's System of Record (applies to Housing Programs)	<ul style="list-style-type: none"> Proposer may invoice the Agency per file when the Survivor's belongings are successfully stored in suitable temporary storage after all DRR Policy has been followed, storage provider is established in the System of Record for payment, all required documents are uploaded and verifiable in the System of Record. 	Once temporary storage has been provided.
Environmental Review (Exhibit A, Part 2, Section H Environmental Review)	Completed environmental review unit uploaded and verifiable in Agency's System of Record	<ul style="list-style-type: none"> Contractor may invoice Agency for the environmental review unit when the environmental review is complete, all Program Requirements and processes required by 24 CFR Part 58 have been completed and documented, all interagency consultation requirements are complete, the environmental review has passed a QA/ QC check, and all required documents are uploaded and verifiable in Agency's System of Record. 	Within forty-five (45) calendar days of Agency's request, with associated exceptions indicated in Exhibit A, Part 2, Section H: Environmental Review* *Involvement by external parties or any required specialized studies, publications, or consultations may delay this timeline. <i>Days from date notice to proceed is provided to vendor to date all environmental review elements are complete and submitted in the system of record.</i> <i>RFIs from federal partners (SHPO, USFWS, USACE, First Nations, etc.) may delay this timeline.</i>
Categorical Exclusion Subject to Part 58 (CEST)	Completed environmental review unit uploaded and verifiable in Agency's System of Record	<ul style="list-style-type: none"> Contractor may invoice Agency for the environmental review unit when the environmental review is complete, all Program Requirements and processes required by 24 CFR Part 58 have been completed and documented, all interagency consultation requirements are complete, the environmental review has passed a QA/ QC check, and all required documents are uploaded and verifiable in Agency's System of Record. 	Within forty-five (45) calendar days of Agency's request, with associated exceptions indicated in Exhibit A, Part 2, Section H: Environmental Review* *Involvement by external parties or any required specialized studies, publications, or consultations may delay this timeline. <i>Days from date notice to proceed is provided to vendor to date all environmental review elements are complete and submitted in the system of record.</i> <i>RFIs from federal partners (SHPO, USFWS, USACE, First Nations, etc.) may delay this timeline.</i>

Rework of any Deliverable above resulting from changes to Agency's requirements affecting Deliverables (including, but not limited to, changes to benefits, eligibility requirements) subsequent to Deliverable completion may constitute another billable unit, to be mutually agreed upon in writing between Agency and Contractor prior to Contractor commencing such additional work. Rework will be performed using the Rework Rates in Exhibit F.

All deadlines for Deliverables and other tasks in Figure 1 and throughout Exhibit A assume the System of Record can accurately record the date and time for each step and that reporting of this information is available for both Contactor and Agency review. The System of Record must be able to record any times in which records are not available for Contactor to work on, including instances in which an Applicant is placed on Hold, an Applicant must provide additional information, an Applicant is non-responsive, or Agency must perform some action, among other additional categories that may be mutually agreed upon between Agency and Contactor. In any of these instances, the applicable Delivery Schedule will be paused and resume once the file is back with Contactor to continue working. If System of Record is not able to perform all of these functions, no liquidated damages shall accrue on affected Deliverables.

The parties agree that should Program Requirements change during completion of a Deliverable but prior to Acceptance and re-performance of tasks is required, the affected Deliverable will not be subject to liquidated damages during the re-performance of work.

Part 3. Payment Provisions

A. Method of Compensation.

Contract performance must be based on the tasks and Deliverables described herein. Contract payment method must be based on hourly rates and/or unit prices as applicable within the Contract Amount. All work must be performed to the satisfaction of Agency prior to release of payment for work.

B. Payments.

Invoices must be submitted monthly, no later than the 15th of the month. Each invoice, whether based on hourly rates and/or unit prices, must include any supporting documentation required by the Program Requirements and CDBG-DR rules and requirements.

Payments will be made to Contractor upon Agency receipt and approval of Contractor's invoice(s). Agency reserves the right to request, in writing, full itemization and receipts for any or all labor and/or direct costs billed by the Contractor. Contractor must provide receipts within five (5) business days of Agency's request. Payment will not be released until all requested receipts have been received from Contractor. All invoices and other forms of claims for payment must be billed once per month by email to the Contract Administrator, for approval. Failure to present the final claim in proper form within 90 days after the end of the Contract constitutes a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Any overdue payments by Agency for an approved invoice must be in accordance with ORS 293.462.

Contractor must complete invoiced work to the satisfaction of the Agency as further described in Acceptance Criteria (Part 7 of this Exhibit A). If invoiced work is not complete or is not satisfactory to Agency, Contractor must complete the invoiced work to Agency's satisfaction without further compensation.

Agency must make final payment of any balance due Contractor promptly upon verification of completion and acceptance of the work by Agency. Agency, or its duly authorized agents, may audit Contractor's records prior to payment of the final billing.

Liquated damages. Contractor must comply with Exhibit C.

Part 4. Travel and Other Expenses

All billable rates (hourly rates and unit costs) are all inclusive of travel and other expenses.

Part 5. Key Persons

In accordance with Section 5 of this Contract, Contractor’s Personnel, Contractor’s Key Persons identified for this Contract include:

Contact Name: Nate Trombley
 Role in Project: Project Director
 Email: nate.trombley@icf.com

Contact Name: Jennifer Ostner
 Role in Project: Environmental Lead
 Email: jennifer.ostner@icf.com

Contact Name: David Kevorkian
 Role in Project: Construction Management Services
 Project Director
 Email: david.kevorkian@icf.com

Contact Name: Kadetrah Lockett
 Role in Project: Awards Lead
 Email: kadetrah.lockett@icf.com

Contact Name: Melissa Walker
 Role in Project: Communications Services Project
 Director
 Email: melissa.walker@icf.com

Contact Name: Cekkedria Ambrose
 Role in Project: Appeals Lead
 Email: cekkedria.ambrose@icf.com

Contact Name: Peter Cavadini
 Role in Project: Intake Lead
 Email: peter.cavadini@icf.com

Contact Name: Debra Hairston
 Role in Project: Relocation Lead
 Email: debra.hairston@icf.com

Contact Name: Athena Laines
 Role in Project: Eligibility Lead
 Email: athena.laines@icf.com

Contact Name: Lauren Nichols
 Role in Project: Policy Lead
 Email: lauren.nichols@icf.com

Part 6. Certified Disadvantaged Business Outreach Plan

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

Contractor has identified subcontracting opportunities for this Contract as shown below, and Contractor commits to partner with Certified Firms, wherever possible. To solicit Certified Firms for these opportunities, Contractor must use the directory of Certified Firms found here: <https://oregon4biz.diversitysoftware.com/>, and must identify and engage Certified Firms. Contractor must also coordinate with Agency staff and local partners to identify additional Certified Firms for subcontracting opportunities.

Contractor must notify Agency of its efforts and results related to subcontracting with Certified Firms.

Potential subcontracting opportunities

Scope	Estimated Amount
Case management	\$2,200,000.00

Intake center support	
Lead-based paint	\$1,000,000.00
Asbestos-containing materials	
Environmental review support	\$500,000.00
Community outreach	\$225,000.00
Damage inspection support	\$200,000.00
Engineering and construction inspection support	\$700,000.00

Part 7. Acceptance Criteria

Contractor must provide Agency with the Services and Deliverables described in this Contract. Contractor must provide Agency with documentation supporting completion of the approved units or Services billed at hourly rates as described in this Contract. Agency will perform a review of Contractor's submissions in Agency's System of Record or in additional time and effort reporting prior to determining whether Services were completed to Agency's satisfaction. Agency will confirm all unit-based Deliverables are complete and uploaded into Agency's System of Record as part of Agency's acceptance of the Deliverable(s).

**EXHIBIT B
REQUIRED INSURANCE**

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-State subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor shall provide Continuous Claims Made Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY: **Required** **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the Contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY: **Required** **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000.

A. Asbestos Liability Endorsement **Required** **Not required**

Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, Contractor or subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

B. Lead Liability Endorsement **Required** **Not required**

Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractors' liability for bodily injury, property damage, and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with

any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
SPECIAL TERMS AND CONDITIONS, CDBG-DR

Contractor acknowledges that this Contract involves funds for which the U.S Department of Housing and Urban Development (“HUD”) is the oversight agency; the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standard Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>.

Contractor shall include these terms and conditions in all subcontracts or purchase orders directly servicing work described in this Contract. These general provisions may be updated from time to time. It is the sole responsibility of Contractor to be aware of any changes hereto, to amend and implement such changes, and to ensure any subcontracts’ terms and conditions are modified as necessary.

1. Federal regulations applicable to this Contract include without limitation the following:
 - 1.1. 2 CFR Part 200 Uniform Administrative Requirements, all applicable Federal Registers, Cost Principles, Audit Requirements for Federal Awards, Housing and Community Development Act of 1974, 24 CFR Part 570 Community Development Block Grant, all applicable waivers, Fair Housing Act, and any other applicable laws shall apply to this Contract.
 - 1.2. Contractor certifies that it is cleared and eligible for award of this Contract and it is not suspended, debarred, or in a HUD-imposed limited denial of participation. Subsequently, Contractor must be registered in the System for Award Management (“SAM”) and shall maintain its registration active during Contract performance and through final payment. Contractor is responsible during the performance and through final payment for the accuracy and completeness of the data within SAM.
 - 1.3. iReporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
 - 1.4. Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
 - 1.5. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this Contract may subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 1.6. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
 - 1.7. New Restrictions on Lobbying, 31 CFR Part 21.
 - 1.8. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled “Audits of States, Local Governments and Non-Profit Organizations.” Contractor shall provide the State of Oregon, Agency, the HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Agency, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any

time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of Contractor which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

- 1.9. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.
- 1.10. Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.
- 1.11. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
- 1.12. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.
- 1.13. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. By signing this Contract, Contractor certifies, to the best of Contractor's knowledge and belief that:
 - 1.13.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 1.13.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1.13.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - 1.13.4. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - 1.13.5. No part of any federal funds paid to Contractor under this Contract shall be used for executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

- 1.13.6. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any state government, state legislature, or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- 1.13.7. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.
- 1.14. Hatch Act. Contractor agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended. The Hatch Act applies to political activities of certain state and local employees. As Agency's Contractor, you may not do the following activities: be a candidate in partisan elections, use official influence to interfere in elections, or coerce political contributions from subordinates in support of political parties and candidate.
- 1.15. Religious Activity. Contractor agrees to abstain from using any funds related to this Contract for inherently religious activities prohibited by 24 CFR Part 570.200(j).
- 1.16. Davis-Bacon Act.
 - 1.16.1. All transactions regarding this Contract will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR Part 5 as applicable.
 - 1.16.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - 1.16.3. Additionally, Contractor shall pay wages not less than once a week.
- 1.17. Copeland "Anti-Kickback" Act.
 - 1.17.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.
 - 1.17.2. Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - 1.17.3. A breach of the contract clauses above may be grounds for termination of this Contract and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.
- 1.18. Contract Work Hours and Safety Standards Act. If applicable, Contractor shall comply with Sections 103 and 105 of the Contract Work Hours and Safety Standard Act (40 U.S.C. Part 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
2. Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis

of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. During the performance of this Contract, Contractor agrees as follows:

- 2.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.2. The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include but are not limited to:
 - Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 2.3. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 2.4. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 2.5. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.6. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.7. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.8. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 2.9. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1. through subsection 1.9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

3. Statutes and regulations applicable to this Contract include, without limitation, the following:
- 3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 3.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 3.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 3.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 3.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - 3.6. Conflict of Interest. Contractor agrees that it will maintain in effect a conflict-of-interest policy consistent with 2 CFR § 200.318(c) covering each activity funded under this Contract. Contractor and subcontractors shall disclose in writing to federal awarding agency or Agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.
 - 3.7. Limited English Proficiency. Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or who are deaf/hard of hearing. Fair access is ensured through implementation of a Language Assistance Plan (LAP) which includes non-English based outreach, translation services of vital documents, language assistance services, and staff training.
 - 3.8. False Statements. Contractor understands that false statements or claims made in connection with this Contract is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- 3.9. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by Community Development Block Grant – Disaster Recovery funds allocated to the State of Oregon in response to 2020 Wildfires (DR-4562) through publication in the Federal Register, Vol. 87, No. 23, February 3, 2022 (87 FR 6364). This allocation was made available through the Disaster Relief Supplemental Appropriations Act of 2022 (Pub. L. 117-43), approved on September 30, 2021 (the Appropriations Act) for Oregon Housing and Community Services by the U.S. Department of Housing and Urban Development.”
- 3.10. Debts Owed the Federal Government.
- 3.10.1. Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this Contract; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- 3.10.2. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 CFR § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury’s Bureau of the Fiscal Service for debt collection services.
- 3.10.3. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- 3.10.4. Funds for payment of a debt must not come from other federally sponsored programs.
- 3.11. Disclaimer.
- 3.11.1. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Contract or any other losses resulting in any way from the performance of this Contract or any contract, or subcontract under this Contract.
- 3.11.2. The acceptance of this contract award by Contractor does not in any way constitute an agency relationship between the United States and Contractor.
- 3.12. Protections for Whistleblowers.
- 3.12.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 3.12.2. The list of persons and entities referenced in the paragraph above includes the following:
- 3.12.2.1. A member of Congress or a representative of a committee of Congress;
- 3.12.2.2. An Inspector General;
- 3.12.2.3. The Government Accountability Office;
- 3.12.2.4. A Treasury employee responsible for contract or grant oversight or management;
- 3.12.2.5. An authorized official of the Department of Justice or other law enforcement agency;
- 3.12.2.6. A court or grand jury; and/or

- 3.12.2.7. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 3.12.3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 3.13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Contractor should and should encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- 3.14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Contractor should encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 3.15. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Agency shall comply with the provisions of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by HUD. See 2 CFR Part 200, Appendix II F.
- 3.16. Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds \$150,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 3.17. Other Environmental Standards. Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 3.18. Flood Disaster Protection Act of 1973. Contractor shall ensure that procedures and mechanisms are put in place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 CFR Part 570.605.
- 3.19. Lead Based Paint. Contractor must comply with the regulations regarding lead-based paint found at 24 CFR Part 35 on lead-based paint poisoning prevention in certain residential structures with regards to all housing units assisted using CDBG-DR funds.
- 3.20. Value Engineering. When applicable, Contractor must comply with the regulations regarding a systemic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 CFR Part 200.318(g).

- 3.21. Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Every project funded in part or in full by CDBG-DR funds and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(URA), as amended (HCDA), 42 U.S.C Part 5304(d), except where waivers or alternative requirements have been provided by HUD. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. When CDBG-DR funds are planned, intended, or used for any activity or phase of a project, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractor is responsible to ensure URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.
 - 3.22. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
 - 3.23. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. Seq), as amended by the Resource Conservation and Recovery Act. Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
 - 3.24. Recycled Materials. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with this Contract's performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.
 - 3.25. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).
4. Prohibition on certain telecommunications and video surveillance services or equipment. Contractor agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend Contract funds (to include direct and indirect expenditures as well as cost share and program) to:
 - 4.1. Procure or obtain;
 - 4.2. Extend or renew a contract to procure or obtain; or
 - 4.3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 4.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 4.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

5. Use of Logos. Contractor shall not use the HUD and/or Agency seal(s), logos, crests, or reproductions of flags or likenesses of HUD and/or Agency officials without specific written pre-approval.
6. Federal Funding Accountability and Transparency Act (FFATA). The Federal Funding Accountability and Transparency Act of 2006, as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 CFR Part 170 outlines the requirements of recipients in reporting information on subawards and executive total compensation under FFATA legislation. Any non-federal entity that receives or administers federal financial assistance in the form of grants, loans, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize non-federal entities expenditure of federal funds, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for federal prime awardees. This information will then be displayed on a public and searchable website: www.USASpending.gov.
7. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Agency, Contractor, or any other party pertaining to any matter resulting from this Contract.
8. Liquidated Damages. The parties agree that calculation of actual damages resulting from failure to meet performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that Contractor must be subject to amounts due as liquidated damages, but not as a penalty, for each such failure, as follows:
 - For each Service or Deliverable in Exhibit A, Figure 1, Agency has the ability to assess liquidated damages of \$200 per day per unit.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

If Agency elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of the Agency's right to pursue future assessment of performance standards and associated liquidated damages; nor construed to limit any additional remedies available to Agency.

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**EXHIBIT D
FEDERAL TERMS AND CONDITIONS**

1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Contractor under this Contract will be paid in whole or in part by funds received by Agency from the United States federal government. If so specified then Contractor, by signing this Contract, certifies neither it nor its employees or subcontractors who will perform Services are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Contractor is a subrecipient Contractor is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 14.228.

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Contract are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Contractor must ensure that any further distribution or payment of the federal funds paid under this Contract by means of any subcontract or other agreement between Contractor and another party for the performance of any of the activities of this Contract, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Contract.
- 2.3. Contractor must include and incorporate the provisions described below in all subcontracts that may use, in whole or in part, the funds provided by this Contract.
- 2.4. Contractor must comply, and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subcontractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Contractor is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

"Contract" means this Contract or any subcontract funded by this Contract.

"Contractor" and "Subrecipient" and "Non-Federal Entity" mean Contractor or Contractor's subcontractors, if any.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause

provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory

authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See §200.323 Procurement of recovered materials: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>.

(L) See § 200.322 Domestic preferences for procurements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>.

Contractor is subject to the following provisions, as applicable.

(M) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(N) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Contractor also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to Contractor) the unique entity identifier required for SAM registration.

**EXHIBIT E
INDEPENDENT CONTRACTOR CERTIFICATION**

Contractor certifies they meet the following standards:

1. I am responsible in accordance with the standards of responsibility set for in ORS 279B.110, Subsection 2.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following):**

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
- C. Telephone listing used for the business is separate from the personal residence listing.
- D. Labor or services are performed only pursuant to written contracts.
- E. Labor or services are performed for two or more different persons within a period of one year.
- F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance, or liability insurance relating to the labor or services to be provided.

Contractor Signature: DocuSigned by:
Dotti Shields
CS46E705A939476... _____

Date: 9/15/2023

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**EXHIBIT F
CONTRACTOR'S PRICING**

Contractor's pricing consists of both hourly rates and unit-based Deliverable prices fully inclusive of salary, overhead, travel, and expenses. Agency will not pay additional costs.

Contractor must submit full time and effort reports for all hourly rate-based work to receive payment. Contractor must follow templates to be provided by Agency for all time and effort reporting. Contractor must submit time and effort reports as well as detailed organizational structure reports to Agency for all staff (including staff contributing to delivery of unit-based deliverables) as requested. Contractor will perform the Statement of Work not to exceed the total Contract Amount.

The hourly rates and unit prices shown below shall remain fixed for the duration of this Contract.

Hourly Rates:

Position Title	Hourly Rate
Policy and Other Support	
Policy SME	\$199.00
Policy Specialist	\$158.00
Construction Management	
Construction Management Project Director	\$195.00
Construction Management Project Deputy Director	\$180.00
Construction Management QC Lead	\$145.00
Construction Management Specialist	\$140.00
Communications Services	
Communications Services Project Director	\$180.00
Communications Services Project Deputy Director	\$165.00
Communications Services Project Specialist	\$87.00

Unit Based Deliverables:

Unit	Unit Price	Estimated Units	Rework Rates
Step 1: Intake	\$640.00	2,500	\$324.10
Step 2: Eligibility Review	\$1,024.00	2,250	\$437.98
Step 3: Duplication and Verification of Benefit (DOB and VOB)	\$630.00	1,800	\$251.86
Step 4: Quality and Compliance Inspection	\$1,100.00	4,800	\$656.25
Step 4: Damage Verification Inspection	\$1,330.00	800	\$690.26
Step 4: Scope of Work Inspection	\$904.00	600	\$408.79
Step 4: Lead-Based Paint Inspection	\$1,066.00	600	\$520.78
Step 4: Asbestos Containing Materials Inspection	\$1,200.00	600	\$564.43
Step 4: Tier II (Site-Specific) Environmental Review	\$925.00	800	\$613.98
Step 5: Award Determination	\$1,322.00	1,200	\$509.80
Step 5: Appeal Determination	\$600.00	750	\$315.71
Step 5: Award Consultation and Signing	\$556.00	1,200	\$272.23
Step 5: Optional Relocation Assistance	\$780.00	600	\$381.62
Step 5: Temporary Storage	\$380.00	600	\$164.11
Environmental Review	\$5,700.00	20	\$2,956.02
Categorical Exclusion Subject to Part 58 (CEST)	\$1,800.00	30	\$915.90

Total Contract Amount: \$22,552,000.00

EXHIBIT G PRIVACY AND SECURITY REQUIREMENTS

Contractor's obligations under this Contract include the requirements of this exhibit.

1. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

- 1.1. **Data Classification.** Contractor shall assume that Agency data contains information that has been classified as Level 3 Information under the State of Oregon's Information Asset Classification policy, available online at <https://www.oregon.gov/das/Policies/107-004-050.pdf>. Contractor certifies the Services provide the appropriate level of protection for Level 3 Information.
- 1.2. **Compliance Requirements.** Contractor and its employees, subcontractors, and agents shall comply with all State and federal laws and regulations, and State of Oregon policies governing use and disclosure of data and access to State of Oregon networks and information systems, including as those laws, regulations, and policies as may be applicable to the solution and as may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
 - 1.2.1. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628 (OCIPA). Contractor will have access to documents, records, or items that contain "Personal Information," as that term is used in ORS 646A.602(12), and which is subject to the protections of OCIPA. For purposes of OCIPA, Contractor is a vendor.
 - 1.2.2. Oregon's Statewide Information Security Standards: <https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>, including security controls that meet or exceed "Moderate" security controls in the current version of [National Institute of Standards and Technology \(NIST\) Special Publication \(SP\) 800-53](#).
 - 1.2.3. Oregon's Statewide Information Security Plan: <https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>.
 - 1.2.4. Oregon's Statewide IT Policies: <https://www.oregon.gov/das/Pages/policies.aspx#IT>.

2. NOTIFICATIONS.

- 2.1. **Breach Notification.** In the event Contractor or its subcontractors or agents discover or are notified of an incident or a breach, including a failure to comply with Contractor's confidentiality obligations under this Contract, Contractor shall notify the State's Contract Administrator (or delegate) immediately, and in no event more than 24 hours following discovery or notification of the incident or breach. If the State determines that an incident or breach requires notification to Agency clients, or other notification required by law, the State will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.
- 2.2. **Requests for Agency Data.** In the event Contractor receives a third-party request for Agency data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Agency notice and provide such information as may be reasonably necessary to enable Agency to protect its interests.

3. PRIVACY OBLIGATIONS. In addition to Contractor's obligations under the terms and conditions of the Contract:

- 3.1. **Generally.** Contractor shall hold all Agency data, and other information as to personal facts and circumstances obtained by Contractor on Agency clients, as confidential, using the highest standard of care applicable to the data, and shall not divulge any Agency data without the written consent of Agency except as required by other terms of this Privacy and Security Requirements exhibit or applicable law.
- 3.2. **Limited Purposes.** Contractor shall limit the use or disclosure of Agency data to persons directly connected with the administration of this Contract. Confidentiality policies apply to all requests from outside sources.

- 3.3. **Privacy Protections.** Agency data may include information, such as client records, subject to specified confidentiality protections under State or federal law. Contractor shall comply with laws, regulations, and policies applicable to the information, including as specified in this Contract.
- 3.4. **Training.** Contractor's employees, subcontractors, and agents who will access Agency data have received training on the privacy and security obligations relating to Agency data, including client records. Contractor shall provide periodic privacy and security training to its employees, subcontractors, and agents.
- 3.5. **Responsible for Compliance.** Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Contract, including this Exhibit G, and with any third-party licenses to which access is subject.
- 3.6. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Agency data, including client records, State networks, and information assets, regardless of the media. Contractor shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 3.7. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required in accordance with this Contract is documented in a security risk management plan. Contractor shall make its security risk management plan available to the State for review upon request.
- 3.8. **Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Requirements Exhibit G, and provide Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities, and records for Agency to:

3.8.1. Determine Contractor's compliance with this Privacy and Security Requirements Exhibit G;

3.8.2. Validate Contractor's written security risk management plan; or

3.8.3. Gather or verify any additional information Agency may require to meet any State or federal laws, rules, or orders.

Access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

4. ACCESS TO STATE SYSTEMS.

- 4.1. **Agency Review of Access Requests.** If required for access to State networks and systems, Agency will review requests and will:
 - 4.1.1. Notify Contractor of the approval or denial of its request for each user for whom access has been requested;
 - 4.1.2. Provide any unique log-on identifier required for authorized access; and
 - 4.1.3. Provide updates to approved inquiry processes and instructions to Contractor.
- 4.2. **Contractor's Responsibilities for User Accounts.** Contractor shall facilitate completion of any forms for each person for whom access to State networks and systems is requested.
 - 4.2.1. Contractor is responsible for all activities that occur through its access, including for any acts related to a lost or stolen user ID or password.
 - 4.2.2. Contractor is responsible for ensuring information provided by its users is accurate, complete, and up to date.

- 4.2.3. Contractor shall immediately notify Agency when a user, group of users, or Contractor, no longer requires access, whether due to changes in duties or due to changes in Contractor's programs related to this Contract.
- 4.3. **Security and Disposal.** Contractor shall maintain security of equipment, and ensure the proper handling, storage, and disposal of all information assets accessed, obtained, or reproduced by Contractor and its users to prevent inadvertent destruction or loss. Contractor shall ensure proper disposal of equipment and information assets when authorized use ends, consistent with Contractor's record retention obligations and obligations regarding information assets under this Contract.
- 4.4. **Prevention of Unauthorized Access.** Contractor shall prevent any access to State of Oregon networks and information systems by its users that is not authorized in accordance with this Contract and applicable law and shall implement and maintain safeguards to prevent unauthorized access.
- 4.5. **No Overseas Access.** Contractor shall not allow access to Agency data or the production environment from locations outside of the United States or its territories, nor allow use of any information asset in any country or in any manner prohibited by governing applicable law, rule, or policy.
- 4.6. **Authorized Access and Use Only.** No user may access or use Agency data for any purpose other than those specifically authorized through this Contract.
- 4.6.1. Users shall not use access to obtain or attempt to obtain any Agency data or information assets not authorized or intentionally made available.
- 4.6.2. The use and disclosure of any information asset is strictly limited to the minimum information necessary for the exchange of Agency data between the parties.
- 4.6.3. Except as otherwise specified or approved by Agency, neither Contractor nor its users may modify, alter, delete, or destroy any information asset.
- 4.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Agency data or other Confidential Information by Contractor or its users, may cause the immediate revocation of the access granted through this Contract, in the sole discretion of Agency, or Agency may specify a reasonable opportunity for Contractor to cure the unauthorized use or disclosure and end the violation, and terminate the access if Contractor does not do so within the time specified by Agency. Legal actions also may be taken for violations of applicable regulations and laws.
- 4.8. **No Unauthorized Distribution.** Contractor shall not sell, make available, or provide Agency data or other Confidential Information in any form to any other persons or organizations, and shall not use Agency data or other Confidential Information for any purposes other than as allowed under this Contract and applicable law.
- 4.9. **No Impairment.** Contractor shall not use this access in any manner which could damage, disable, overburden, or impair State of Oregon networks or information systems, or interfere with any other entity's use or benefit of the network and information systems.
- 4.10. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share, or use Agency data stored or transmitted by virtue of the solution, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the solution or State systems, for unrelated commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract.
- 4.11. **Incidents and Breaches.** Contractor shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing a security incident or breach. This requirement applies regardless of whether the incident or breach was accidental or otherwise.

5. SUSPENSION OR TERMINATION.

- 5.1. Agency may immediately revoke the access granted Contractor for Contractor's failure to comply with the requirements of this Privacy and Security Requirements Exhibit G. In such event, Agency will provide subsequent written notice to Contractor's point of contact. Agency may, to the extent it determines it is reasonable and able to do so, provide advance notice to Contractor to cure any deficiency or breach of this Privacy and Security Requirements Exhibit G.
- 5.2. Either party may terminate access under this Privacy and Security Requirements Exhibit G, and Agency may modify access, upon written notice, if there are changes to or revised interpretations of federal or State laws, rules, or regulations, or if either party has changes in policies that require such action.

6. RETURN OF AGENCY DATA. Upon expiration or termination of the Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's information assets, including Agency data, that are in the possession or under the control of Contractor in whatever stage and in a format acceptable to Agency.

- 6.1. Except as necessary to meet obligations under Contract Section 17.1, Records Maintenance; Access, Contractor shall not retain any copies of Agency data or other electronic Confidential Information. Contractor shall notify Agency of any conditions that make returning all such Agency property not feasible. Upon Agency's written acknowledgement that returning all Agency data and electronic Confidential Information is not feasible, Contractor shall purge or destroy retained Agency data and electronic Confidential Information in all its forms in accordance with the most current version of NIST SP 800-88, Guidelines for Media Sanitation (or other agreed-upon standard) and on request provide Agency with written certification of sanitization.
- 6.2. Contractor shall maintain protections required by law or the Contract for any retained Agency data and electronic Confidential Information for so long as Contractor (including through any subcontractor) retains it.

7. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines, or connections necessary for access to State of Oregon networks and information systems, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, software, and network connections. Each party is responsible for complying with the licenses for third party products, including software and services that allow access.

8. INTERPRETATION. Any ambiguity in this Privacy and Security Requirements Exhibit G will be resolved to permit Agency to comply with applicable privacy and security laws and State of Oregon and Agency policies interpreting those laws.

9. SUBCONTRACTORS. Contractor shall ensure all subcontractors providing services related to this Privacy and Security Exhibit G comply with its terms.

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EXHIBIT H
CRIMINAL BACKGROUND CHECKS

1. No Contractor, or any employee of Contractor, or any employee of a subcontractor shall be assigned to Services under this Contract, or on Agency's or any Survivor's premises if convicted of a violent crime against an individual or property, or a crime involving false statements, dishonesty, or fraud. Contractor must obtain a criminal background check in accordance with state, federal and local law for any Contractor employee or subcontractor employee prior to those individuals commencing Services or accessing Agency or Survivor property or premises. Contractor must determine, after receiving such criminal background checks, whether Contractor, or any employee of Contractor, or any employee of a subcontractor hired by Contractor, has been convicted of a violent crime or a crime involving false statements, dishonesty, or fraud. Contractor must exclude any individuals, in accordance with state, federal and local law, with such a conviction from the roster of individuals who may perform Services under this Contract. Contractor must provide the approved roster to Agency prior to any individual commencing Services on this Contract. Individuals who are added to the roster during the term of this Contract shall be subject to the same criminal background check process, and an updated roster of individuals must be submitted to Agency immediately upon staffing changes or additions.
2. Contractor must have an international criminal background check performed for any individual who may perform Services under this Contract, and who has been outside of the United States, or its territories, for 12 consecutive months or more in addition to the requirement in Section 1 above.
3. Contractor is solely responsible for background checks of itself, its employees and its subcontractors and must use a recognized national independent background check firm for its criminal background checks. Contractor must determine, after receiving the employee's criminal background check or subcontractor's similar background check verification, whether the individual is eligible to perform Services under this Contract. Criminal background check records are the property of Contractor and subcontractor and are not to be submitted to Agency as a part of this process. Agency, however, retains the right to audit Contractor's criminal background check records at any time for adequacy, accuracy, and compliance with the requirements of this section.
4. In the event Contractor determines that either Contractor, or any employee of Contractor, or any employee of a subcontractor has been convicted of a crime but is unsure whether the crime is a crime involving false statements, dishonesty, or fraud, Contractor must immediately forward information regarding the conviction to Agency for review. Agency, in its sole discretion, will determine whether a conviction submitted by Contractor is a crime involving false statements, dishonesty, or fraud such that it would disqualify that individual from Services under the Contract. Agency's determination under this section shall be final.
5. For purposes of this Exhibit H:

"Conviction" means a final judgment or a verdict or finding of guilty, a plea of guilty, a plea of nolo contendere (no contest), or any determination of guilty entered by a court of law against a person in a criminal case, unless that judgment of conviction has been reversed or set aside by a subsequent court decision. "Conviction" does not include a juvenile adjudication.

"Crime" is a criminal offense for which a sentence of imprisonment is authorized under the laws of Oregon, and any other state, military, or federal jurisdiction, and includes both misdemeanors and felonies. "Crime" includes not only the actual commission of a criminal offense, but also the attempt, solicitation, or conspiracy to commit, a criminal offense.

"Crime involving false statements, dishonesty, or fraud" means crimes that involve some element of untruthfulness, falsification, or deceit. "False statements" means any statements that are false or untruthful, regardless of whether the person affirmatively made the statement or passively allowed the statement to exist.

“Dishonesty” broadly means any conduct, such as cheating and stealing, even though the conduct may not involve express falsifications. Deceit is more than the mere effort of a person to hide the fact of the commission of a crime or the identity of the person committing a crime from authorities. Instead, deceit may exist if a victim of the crime is not aware, at the time of the commission of the crime, either of the crime’s existence, or of its criminality, or of its full range of consequences to the victim. For example, the victim may be a judge or jury if the crime is perjury, the victim could be a storekeeper if the crime is negotiating a bad check, or the victim could be the general public if the crime is bribery. Deception may be an affirmative act, or it may be a passive act, i.e., allowing someone who is deceived to remain deceived.

6. Contractor’s failure to comply with this Exhibit H is a material breach of this Contract.

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EXHIBIT I
CDBG-DR CONSOLIDATED NOTICE

Consolidated notice can be found below and may be amended from time to time:

https://www.hud.gov/program_offices/comm_planning/cdbg-dr/grantees

<https://www.govinfo.gov/content/pkg/FR-2022-02-03/pdf/2022-02209.pdf>

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