



REQUEST FOR PROPOSALS

RFP No. 03/19-385

On-Call Temporary Labor Staffing Firms
And Direct Hire Recruiters



RFP Issue Date: March 8, 2019

Proposal Due Date: April 4, 2019, 11:00 AM

HOME FORWARD
135 SW Ash Street, 5th Floor
Portland, OR 97204

REQUEST FOR PROPOSALS
RFP No. 03/19-385

On-Call Temporary Labor Staffing Firms
And Direct Hire Recruiters

To: Temporary Labor Staffing Firms and Direct Hire Recruiters

Subject: Request for Proposals (RFP) for on-call temporary labor staffing firms and direct hire recruiters

Issue Date: March 8, 2019

Due Date: April 4, 2019, 11:00 AM
No faxed or e-mailed proposals will be accepted.

Submit Proposals to: Home Forward
Procurement & Contracts Department
135 SW Ash Street, 5th Floor
Portland, OR 97204

RFP Contact: Rosie George
Procurement Coordinator
Home Forward
135 SW Ash Street, 5th Floor
Portland OR 97204
Tel: 503-802-8431
Email: rosie.george@homeforward.org

Document Availability: Hard copy of the RFP and all required forms and attachments may be obtained from Home Forward's Procurement & Contracts Department at 135 SW Ash Street, 5th Floor, Portland, Oregon, 97204 between the hours of 8:30 AM – 4:00 PM beginning March 8, 2019.

Electronic copy of the RFP and all required forms may be obtained from the Home Forward web site at www.homeforward.org. If the RFP is obtained via the website, a registration form should be emailed to rosie.george@homeforward.org in order to be added to the Prospective Proposers List and receive addenda.

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I. INTRODUCTION

A. Notice

HOME FORWARD
Request for Proposals No. 03/19-385
On-Call Temporary Labor Staffing Firms & Direct Hire Recruiters

Proposals are requested from qualified Temporary Labor Staffing Firms and Direct Hire Recruiters (also referred to in the RFP as “Proposer” or “Team”) for the provision of temporary labor services & direct hire recruitments for various departments within Home Forward on an as-needed basis.

Home Forward’s Procurement Department will **accept proposals until April 4, 2019, 11:00 AM.** The Procurement and Contracts Department is located at 135 SW Ash Street, 5th Floor Portland, Oregon, 97204. Proposals should be clearly marked with the Proposer’s name and address and the RFP title and number.

Hard copy of the RFP and all required forms and attachments may be obtained from Home Forward’s Procurement Department at 135 SW Ash Street, 5th Floor, Portland, Oregon, 97204 between the hours of 8:30 AM – 4:00 PM beginning March 8, 2019.

Electronic copy of the RFP and all required forms may be obtained from the Home Forward web site, www.homeforward.org. If the RFP is obtained via the website a registration form should be emailed to rosie.george@homeforward.org in order to be added to the Prospective Proposers List and receive addenda.

Home Forward has established an aspirational goal of 20% participation by Minority-Owned, Women-Owned & Emerging Small Businesses (M/W/ESB) certified by the State of Oregon for this project. Interested M/W/ESBs are encouraged to submit proposals.

RFP Contact: Rosie George
Procurement Coordinator
Home Forward
503-802-8431

B. Home Forward

Home Forward, formerly the Housing Authority of Portland, provides housing solutions for individuals and families who cannot find affordable and adequate housing. Home Forward is an independent public corporation authorized by the State of Oregon under the Oregon Revised Statutes §456.055 to §456.235. Home Forward was established on December 11, 1941, by Resolution of the Council of the City of Portland. In 1992, Home Forward’s jurisdiction was expanded to include all of Multnomah County. A nine-member Board of Commissioners appointed by the Mayor of Portland, the Mayor of Gresham, and the Chairperson of the Multnomah County Commission and confirmed by the Portland City Council governs Home Forward. Members of the Board serve without pay.

C. Project Overview

Proposals are requested from qualified Temporary Labor Staffing Firms and Direct Hire Recruiters (also referred to in the RFP as “Proposer” or “Team”) for the provision of temporary labor services and direct hire recruitments for various departments within Home Forward on an as-needed basis. Home Forward anticipates selecting one or multiple contractors to provide some or all of the temporary labor services for the term of the 3-year contract. Proposals will be accepted for one or more areas of expertise included in the scope below (e.g. IT, property management, et cetera).

D. Scope of Work Overview

Proposer will submit a proposal for either one or both of the basic services requested; temporary labor personnel or direct hire recruitments. Proposer will provide Home Forward with trained, skilled and experienced, professional, temporary administrative personnel charged at an hourly rate on an as-needed basis or assist with direct hire recruitments and provide details of your fee structure. Hourly rates must include all direct costs and indirect overhead expenses. (Employee wages, employer profits, benefits, vacation, sick time, insurance, et cetera). Direct hire recruitment fee must detail what charges are included in the fee amount and what items are considered reimbursable expenses.

Temporary administrative personnel position will consist of, but are not limited to, clerical, customer service, and data entry type workers. Positions may be full-time (32-40 hrs./wk.) or part time (<32 hrs./wk.). Work days may consist of weekdays, weekends, evenings, swing and holiday shifts. Specific schedules will be provided as temporary services are requested. All temporary staff must be paid according to the attached hourly pay schedule, “Schedule A”. Please note: The rates in “Schedule A” are subject to periodic rate increases and pay rates will be adjusted to reflect those changes by written amendment to the contract.

E. Economic Participation Opportunities

Home Forward values fair and open access to opportunities for businesses and the workforce. In this regard:

1. State of Oregon certified M/W/ESBs are encouraged to respond to this RFP and to pursue subsequent subconsultant opportunities. An aspirational goal of 20% M/W/ESB participation has been established for this project.

F. Contract

The firm(s) selected shall enter into a Personal Services Contract with Home Forward. This solicitation may result in one or more contracts. The contract form is attached as Exhibit B. Proposers should review this Contract prior to submitting a proposal.

Proposers should expressly state their reservations, if any, that they have regarding the Contract and identify changes, if any, that they request be made to the form of Contract and include these requests in the appendix. In stating reservations and identifying changes regarding the form of Contract, Proposers should know that Home Forward will value specificity and clarity regarding both the reservations expressed and the changes requested and the rationales for each.

G. RFP Schedule

Home Forward reserves the right to deviate from this schedule.

RFP Schedule	
RFP Issue Date	3/08/2019
Deadline for Written Requests for Information	3/22/2019, 2:00 PM
Last Addendum Issue Date (if needed)	3/29/2019
Proposals Due	4/04/2019, 11:00AM
Evaluation Period	4/04/2019 to 4/12/2019
Notice of Intent to Award	4/15/2019
Board Approval	4/16/2019
Contract Execution	5/1/2019

H. Changes to RFP

Home Forward reserves the right to change this RFP. Changes shall be by written addendum and shall be issued to all entities on Home Forward’s Prospective Proposers List for this RFP. Proposers must register with Home Forward to be included on the prospective Proposer List. Proposers shall not rely on verbal or written representations regarding this RFP except for written addenda issued by Home Forward.

A prospective Proposer may request a change to the RFP, by submitting a written request to the RFP Contact. The request shall specify the provision of the RFP or Contract in question and shall contain an explanation for the requested change. Home Forward shall evaluate any request submitted but reserves the right to determine whether to accept or reject the change.

All requests for changes shall be submitted in writing to Home Forward no later than **2:00PM on March 22, 2019**.

II. SCOPE OF SERVICES

A. Statement of Work

Proposer will provide Home Forward with trained, skilled and experienced, professional temporary personnel charged at an hourly rate on an as-needed basis. Hourly rates must include all direct costs and indirect overhead expenses. (Employee wages, employer profits, benefits, vacation, sick time, insurance, et cetera). In addition, Home Forward is seeking firms able to assist with recruitments for direct-hire positions.

Temporary personnel positions will consist of, but are not limited to, accounting support, finance, customer service, receptionist, clerk/general office, administrative assistant, property management, data entry, helpdesk/desktop/PC support, including at times to public or multiple user labs, software QA, technical training, and/or graphic design/desktop publishing. Some positions or work site locations will involve working with a low income population including those with mental and physical disabilities. Some positions require excellent interpersonal skills and the ability to remain calm and professional when faced with difficult individuals. Positions may be full-time (32-40 hrs/wk) or part time (<32 hrs/wk). Work days may consist of weekdays, weekends, evenings, swing and holiday shifts. Specific schedules will be provided as temporary services are requested.

III. SUBMISSION REQUIREMENTS

A. Minimum Requirements

To be qualified to respond, respondents must not be debarred, suspended, or otherwise ineligible to contract with Home Forward, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, respondents must have current and active registration in the State of Oregon Business Registry.

B. Content Specifications

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below. Limit your proposal to the equivalent of 10 pages. Page limit does not include cover letter and/or required attachments. Once submitted, no additions, deletions, or substitutions may be made to written proposals unless requested by Home Forward.

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of Home Forward, does not fully and completely address these requirements will not be reviewed. The Selection Committee will look favorably upon succinct and direct language.

1. Cover Letter

Introduce your Team and describe your business philosophy. Indicate which services you are proposing for; temporary labor services and/or direct hire recruiting. Cover letter shall be signed by duly authorized representative of Proposer and indicate all addenda received, if applicable.

2. Firm Description and History (30 points)

Present a brief description of your firm's history. Include number of years in continuous operation, office locations, area of expertise, current number of administrative and temporary staff available in the Portland metro area, and current client list. Describe your approach to Workforce Diversity. Include State of Oregon M/W/ESB certification information if applicable. **Minimum requirement is two years of continuous operation in the Portland metropolitan area.**

3. Approach (30 points)

Describe firm's approach to providing the required services. Discuss firm's training and placement protocols. Indicate capacity to provide bi-lingual staff if requested. Describe typical customer interactions from initial inquiry to placement and close-out of placement. Describe the pre-employment drug testing and criminal background check you conduct or contract out, including the timeframe such steps take place for placements.

4. Cost Proposal (40 points)

- a. Using the attached "Schedule A" as a minimum base rate of pay, proposers shall provide all indirect costs to provide personnel. Please note that the attached pay schedule indicates the minimum hourly rate a placement must receive and incorporate that in your cost proposal.
- b. Provide cost associated with replacement of unsuccessful temporary placements.
- c. Provide the cost of and details for "contract conversion" which is defined as the costs associated if Home Forward hires one of your placements as a regular employee.

C. Format Specifications

Each proposal shall comply with the following specifications:

1. 8.5" x 11" format, either vertical or horizontal.
2. Font size no smaller than 10 points.
3. Pages numbered sequentially. The proposal shall not exceed 10 pages. Pages in excess of 10 will not be evaluated, and only the first 10 pages will be evaluated. The page limit does not include front and back covers, section dividers, or items noted for inclusion in an appendix.
4. Submit only one (1) full color hard copy original of the proposal secured with a binder clip. *Do not bind the original.*
5. Submit only one (1) full color hard copy original of each of the following appendix items secured with a binder clip. *Do not bind the appendices.* These pages will not be counted within the page limit.
 - a. Resumes of key personnel, changes to contract, reference letters
 - b. Exhibit C, Certificate of Non-Discrimination
6. In a sealed envelope containing the Proposal, including the Cost Proposal, include a USB flash drive with two Portable Document Format files (PDF) containing in (1) the proposal and (2) the appendix material. All electronic material should be designed to be compatible with the PDF format (no projecting tabs, no assumptions about color calibration, paper weight, etc.).

IV. PROPOSAL EVALUATION & AWARD

A. Evaluation Process

The following process will be generally followed for the evaluation and award of a contract(s).

1. Determine if proposals meet minimum requirements
2. Selection Committee to evaluate responsive proposals
3. Selection of firm(s)
4. Contract approval by Home Forward's Board of Commissioners

B. Evaluation Criteria

Evaluation Criteria	Points
Firm Description and History	30
Approach	30
Cost Proposal	40

Home Forward reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require references, or additional evidence of managerial, financial, technical, or other capabilities that are considered necessary for the successful performance of the work.

The Selection Committee will employ only those evaluation criteria set forth in this RFP or in addenda that may be issued prior to receipt of proposals or interviews.

C. Proposal Evaluation & Award of Contract

A Selection Committee will be formed to evaluate responsive proposals and shall apply the evaluation criteria and scoring set forth above. The Committee may meet one or more times to discuss and rank proposals.

Proposals that do not adhere to all terms and conditions of this RFP or that are otherwise non-responsive may, in the sole discretion of Home Forward, be found to not meet the minimum requirements and may be rejected or given a low rating in the evaluation process.

The Committee will rank the Proposers and recommend the firms(s) determined to be most highly qualified and advantageous to Home Forward based on scores. Home Forward will issue a Notice of Intent to Award letter indicating the selected Proposers to each Proposer.

V. STATEMENTS & REQUIRED INFORMATION

A. Clarifications, Addenda, Protests of RFP Terms and Conditions

Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification or additional information concerning the RFP in writing as soon as possible, but in no event will such requests be **received by Home Forward later than March 22, 2019, 2:00 PM**. If, in Home Forward's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum that will be emailed to all individuals, businesses, etc., on the Prospective Proposers

List. Such addenda shall have the same binding effect as though contained in the main body of the RFP. Corrections or clarifications made in any manner other than by written addendum addressed to all Proposers will not be binding on Home Forward and Proposers shall not rely thereon. Any prospective Proposer who contends that the terms and conditions of this RFP, the Contract, or any aspect of the selection process (1) will encourage favoritism in the award of the Contract for Services; (2) will substantially diminish competition; (3) will violate any other statute, regulation (including but not limited to Home Forward's Public Contracting Rules), policy, or law of any kind; or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to the RFP, which must be received by Home Forward no later than seven (7) calendar days from the date of the Home Forward's Notice of Intent to Award. Failure to file a protest by this time will be deemed a waiver of any claim by any Proposer that the selection process violates any of the items (1)-(4) of the foregoing sentence.

B. Clarification of Proposals

Home Forward reserves the right to seek clarification of written Proposals. Proposers will provide additional clarifying information in a timely manner.

C. Protests

Following final scoring of Proposals, Home Forward will issue a Notice of Intent to Award letter to each Proposer.

1. Intent to Award Protest. An adversely affected or aggrieved Proposer may submit a written protest of Home Forward's decision regarding the Notice of Intent to Award. The protest shall specify the grounds upon which the protest is based. To be adversely affected or aggrieved, the Proposer must demonstrate that but for Home Forward's (a) error in failing to reject a non-responsive higher-ranked proposal, or (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting party would have been awarded the Contract.
2. Latest Date to Protest. Protests must be received by Home Forward no later than seven (7) calendar days from the date of the Home Forward's Notice of Intent to Award, unless indicated otherwise in the letter.
3. Protest Delivery. Protests shall be delivered in hard copy to the address below no later than 11:00 AM on the protest due date. Late protests shall not be considered. Any protests of this solicitation should be sent to:

Rosie George
Procurement Coordinator
Home Forward
135 SW Ash Street, 5th Floor
Portland, OR 97204
4. Hearing. At the request of the protesting party, a hearing will be conducted before the Manager for Procurement and Contracts or other person so delegated by Home Forward's Executive Director within seven calendar days after submission of the written protest. The Manager for Procurement and Contracts or other person so delegated by Home Forward's Executive Director shall consider a written protest and issue a written decision on the protest. A protest that is filed in an untimely manner or that fails to allege facts that support a finding that the protestor is an aggrieved Proposer will not be considered.

D. Cancellation or Rejection, Waiver of Irregularities

Home Forward reserves the right to cancel this solicitation or reject any or all proposals in whole or in part, and to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation or rejection is deemed to be in Home Forward's best interest. In no event shall Home Forward have any liability for cancellation of award or rejection of Proposals. Home Forward reserves the right to waive irregularities or deficiencies in a Proposal if such waiver is in the best interest of Home Forward.

E. Cost of Proposal Preparation

Proposers responding to this RFP do so solely at their own expense. Under no circumstances will Home Forward be responsible for or reimburse Proposers for any costs incurred in the preparation and presentation of Proposals or for any related expenses or consequential damages.

F. References

Home Forward reserves the right to investigate references. Investigation may include past performance of the Proposer with respect to the successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and lawful payment of subcontractors, employees, and workers. Supportive references must be furnished if demanded by Home Forward.

G. Confidentiality

All information submitted by Proposers shall be a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which Proposer requests exception from disclosure consistent with Oregon Law. The Proposal should identify any confidential information that the Proposer contends is exempt from disclosure under ORS 192.501 or 192.502. Home Forward will endeavor in good faith to honor appropriate requests for exemption from disclosure, but Home Forward reserves exclusive discretion to determine whether information qualifies for a statutory exemption.

H. Withdrawal of Proposals

Any Proposal may be withdrawn by delivering a written request to Home Forward at any time prior to the time set for opening Proposals. The request shall be executed by a duly authorized representative of the withdrawing Proposer.

I. Reservation of Rights Concerning RFP

Home Forward retains exclusive discretion and reserves the right to determine:

1. Whether a Proposal is complete and complies with the provisions of this RFP;
2. Whether a Proposer should be allowed to submit supplemental information;
3. Whether irregularities or deficiencies in a Proposal should be waived;
4. Whether to seek clarifications of a Proposal or request additional information necessary to permit Home Forward to evaluate, rank, and select the most qualified Proposer;
5. Whether the Selection Committee should reconvene at any time to collectively review the scoring and make changes the Committee deems appropriate.

VI. EXHIBITS

- A. Labor Classifications and Hourly Pay Rates - Schedule A
- B. Sample of Personal Services Contract
- C. Certification of Non-Discrimination **(submission requirement)**

- END -

Exhibit A

Labor Classifications and Hourly Pay Rates –
Schedule A

Schedule A: 1-1-2019

Job Class	Grade	Minimum	Mid-Point	Maximum 1-1-2019
	6	\$ 16.19	\$ 17.25	\$ 18.31
Office Assistant I Resident Specialist	7	\$ 16.19	\$ 17.78	\$ 19.36
	8	\$ 16.19	\$ 17.97	\$ 19.75
	14	\$ 16.19	\$ 19.26	\$ 22.34
	15	\$ 16.19	\$ 19.47	\$ 22.76
Office Assistant II	16	\$ 16.19	\$ 19.80	\$ 23.41
	17	\$ 16.19	\$ 20.32	\$ 24.44
Support Specialist	19	\$ 16.19	\$ 21.00	\$ 25.81
Accounting Assistant Network Services Support Technician	21	\$ 17.32	\$ 21.98	\$ 26.65
Assistant Property Manager	23	\$ 17.92	\$ 22.82	\$ 27.72
Accounts Payable Specialist Procurement Coordinator Relocation Specialist Rent Assistance Services Coordinator Rent Assistance Specialist Resident & Community Services Coordinator Youth Employment Services Coordinator	25	\$ 18.81	\$ 23.98	\$ 29.15
Housing Inspector	27	\$ 19.67	\$ 24.98	\$ 30.30
Accounts Receivable Coordinator Asset Management Specialist CHSP Project Coordinator Project Coordinator RAD Project Coordinator	28	\$ 20.14	\$ 25.68	\$ 31.21
Senior Housing Inspector Site Manager	31	\$ 21.65	\$ 27.61	\$ 33.57
Compliance Specialist Senior Accounting Specialist Tax Credit Specialist	32	\$ 22.46	\$ 28.37	\$ 34.29
Communications Coordinator Moving To Work Program Analyst Network Services Administrator Property Management Training & Onboarding Coordinator Program Compliance Investigator Rent Assistance Program Analyst Resident Accountant Risk Management Coordinator Senior Procurement Coordinator	34	\$ 23.41	\$ 29.86	\$ 36.30
Business Operations Analyst	38	\$ 25.39	\$ 32.40	\$ 39.42
	40	\$ 26.55	\$ 34.17	\$ 41.78

Exhibit B

Sample of Personal Services Contract



Personal Services Agreement

Contract No. Cxxxx

THIS AGREEMENT is between Home Forward, a public corporation, located at 135 SW Ash Street, Portland, OR 97204, and x whose address x referred herein to as "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration: This personal services Agreement shall be effective x and shall remain in effect until and including x unless terminated or extended as provided in this Agreement.
2. Payment: Home Forward shall pay CONTRACTOR services performed in an amount not to exceed xxx dollars and 00/100s (\$x,xxx.xx).
3. Terms: Payment for services rendered will be made in accordance with the receipt of approved invoices. Payment is to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner.

Contract Administrator:

Contract Description:

Exhibit A: Scope of Work & Compensation

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Signature: _____

Date: _____

Name: _____

Title: _____

Telephone: _____

Email: _____

Tax I.D. or SS#: _____

Home Forward

Signature: _____

Date: _____

Title: _____

Department: _____

Telephone: _____

Federal tax ID number or Social Security number is required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number, or if none, the Social Security number provided above.

Home Forward
135 SW Ash Street 503-802-8300
Portland, Oregon 97204 www.homeforward.org

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, CONTRACTOR shall indemnify, defend and hold harmless Home Forward, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and Home Forward. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*required if scope of work includes driving on Home Forward property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by Home Forward. At the option of Home Forward, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Home Forward, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to Home Forward guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. Home Forward, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects Home Forward, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Home Forward, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Home Forward.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. CONTRACTORS must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish Home Forward with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by Home Forward in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. Home Forward reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by Home Forward. CONTRACTOR shall include all sub-contractors as insured under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit Home Forward to approve them before sub-contractors' work begins. All coverage for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify Home Forward for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

CONTRACTOR shall provide Home Forward with a certificate of insurance complying with this article and naming Home Forward as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to Home Forward thirty days (30) prior to the change.

ARTICLE III: TERMINATION

Home Forward may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for services received prior to the date of termination. Home Forward shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by Home Forward shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A, B, & C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VI: QUALITY OF SERVICES

CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by CONTRACTORS practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE VII: RIGHT TO WITHHOLD PAYMENTS

Home Forward shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in Home Forward's sole opinion, to protect Home Forward against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE VIII: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE IX: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any solidification of documents including, but not limited to, the Advertisement for Proposal and Scope of Work which were utilized in conjunction with this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between Home Forward and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Home Forward and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE X: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from Home Forward, which consent shall not be unreasonable withheld.

ARTICLE XI: WORK FOR HIRE

[Intentionally Removed]

ARTICLE XII: CONFLICT OF INTEREST

No Home Forward board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds. No Home Forward board member, officer, employee, or agent shall solicit or accept, and Contractor shall not offer or give to any Home Forward board member, officer, employee, or agent, any gratuities, favors, or anything of monetary value in connection with this contract.

ARTICLE XIII: RECORDS

CONTRACTOR shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. CONTRACTOR shall permit Home Forward and any authorized representatives or affiliates to inspect and audit all work, accounts, and other data and records of CONTRACTOR relating to its performance under this contract until the expiration of three years after final payment under this contract.

ARTICLE XIV: CONFIDENTIALITY

CONTRACTOR shall maintain all files, documentation, and information provided by Home Forward as strictly confidential, and shall employ all appropriate and reasonable safeguarding methods, practices, systems, and policies to ensure privacy and confidentiality.

Exhibit C

Certification of Non-Discrimination

CERTIFICATION OF NON-DISCRIMINATION

The undersigned proposer is aware that, under ORS 279A.110, no proposer who contracts with a public contracting agency may discriminate against minority, women or emerging small businesses in the awarding of subcontracts. Accordingly, the undersigned proposer hereby certifies as part of its proposal submission that it has not and will not discriminate against any minority, women, or emerging small business enterprises in obtaining any of the required subcontracts for this Project.

Proposer's Name: _____

Signed By: _____

Title: _____

Dated: _____