

**Exhibit A
CITY OF PORTLAND**

**PRICE AGREEMENT FOR GOODS AND SERVICES
for
Temporary Alternative Shelter Operators**

Contract Number: 31002431

As authorized by PCC 5.33, this Price Agreement (“Contract”) is made effective on March 1, 2023 (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Urban Alchemy (“Contractor”), a California non-profit corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The initial Term of this Contract shall be from the Effective Date through February 29, 2028. The total not-to-exceed amount under this Contract for the initial Term shall be \$50,000,000.

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Name: Skyler Brocker-Knapp	Name: Lena Miller
Title: Mayor’s Staff Rep	Title: Chief Executive Officer
Address: 1221 SW 4 th Ave, Suite 340	Address: 1035 market Street, Suite 150
City, State: Portland, OR 97204	City, State: San Francisco, CA 94103
e-mail: Skyler.brocker-knapp@portlandoregon.gov	e-mail: lenam@urban-alchemy.us
Copy to: Jeff Blade	Copy to: Jeff Kositsky
e-mail: jeff.blade@portlandoregon.gov	e-mail: jeffk@urban-alchemy.us

Scope and Consideration

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work by the due dates specified in the Contract.
- (b) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor’s Price.
- (c) Contract Not Exclusive. The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Good or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar goods or services from other providers.

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to obtain temporary alternative shelter management services (the “Project”); and

WHEREAS, the City issued Request for Proposal (RFP) 00002028 for Temporary Alternative Shelter Operators; and

WHEREAS, Contractor, in its Proposal dated January 12, 2023, and submitted in response to the City’s RFP represented that it has the knowledge, experience, and expertise in temporary alternative shelter management services for homeless communities; and

WHEREAS, the City selected Contractor based on its Proposal;

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS (10/19)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” (10/19) means the Deliverable demonstrates to the City’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance review, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City’s Specifications.

“Acceptance Criteria” (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City’s Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work or Task Order. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Price” (10/19) means the not-to-exceed price agreed upon by the Parties for all Services.

“Deliverable(s)” (11/18) means the Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

“Documentation” (10/19) means user manuals and other written materials in any form that describe the features or functions of the Deliverables and Services, including but not limited to published

specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Defect” (10/19) means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

“Final Acceptance” (11/18) means the City has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City’s satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor’s representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City’s specified requirements.

“Force Majeure Event” (11/18) means an exceptional and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Goods” means materials supplied by Contractor under this Contract.

“Intellectual Property Rights (IPR)” (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Master Terms and Conditions” (11/18) means the body of text from the preamble through the signature page of this Contract.

“Material Breach” (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

“Project” (10/19) means the overall delivery of the Services including, without limitation, design, development, integration, implementation, testing, support, and any Deliverables any of which Contractor may be providing in whole or in part.

“Proposal” (10/19) means Contractor’s response to the City’s RFP referenced on page one of this Contract.

“Services” (10/19) means ordinary or professional services performed by Contractor under this Contract.

“Specifications” (10/19) means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor’s Proposal, and the City’s Request for Proposals.

“Statement of Work” (SOW) (10/19) means the written detailed specifications of the Services(s) to be delivered to the City by Contractor, including any Change Orders or Task Orders subject to the terms and conditions of this Contract.

“Subcontractor” (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Task Order” (10/19) means any written request or document issued by the City and signed by both Parties for additional Service(s) to be provided under this Contract. Task Orders shall document the description of Services, price, payment schedule, Project and performance schedule, due dates, milestones and Deliverables.

“Term” (11/18) means the period of time that this Contract is in effect as stated on page one.

“Use Agreement” means an agreement outside of this Contract, signed by Contractor and City, that will outline the terms and conditions for use of a temporary shelter site and will outline provisions related to how the space may be used, any associated costs for use, and the term of use.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Contractor’s Price
4. Change Orders
5. Exhibit B, Statement of Work
6. Exhibit C, Contractor’s Proposal
7. Exhibit D, Sample Documents: D-1 Change Order
8. Exhibit E, Federal Requirements and Certifications

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

- 3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.
- 3.2 Point of Contact. (09/17) Contractor shall be the sole point of contact for the City with regard to this Contract and the System.
- 3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.
- 3.3 Changes to Contract.
- 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- 3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work or Task Order in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.
- 3.4 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.

- 3.5.1 Late Delivery. (10/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.5.2 Best Efforts. (10/19) Contractor shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.
- 3.6 City Reporting Requirements. (12/18) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment.
- 3.7 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Contractor's Price.
- 3.7.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.
- 3.7.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.
- 3.8 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to

employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

3.9 Records and Audits (06/19)

3.9.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the Term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

3.9.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

3.9.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

3.10 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.11 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.12 Termination. (06/19) The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.

- 3.13 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.14 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.15 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.
- 3.16 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.17 Void Assignment. (09/17) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.18 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.19 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.20 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full Term of this Contract. Failure to be in compliance may result in payments due under this Contract to be

withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

- 3.21 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.22 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.23 Sustainability. (12 /18) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.24 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.25 Contract Not Exclusive (09/20) The City may, but is not required to, purchase any Goods or Services within the scope of this Contract. Goods or Services will be requested on an as-needed basis, and there is no guarantee of a minimum or maximum quantity. This Contract does not create an exclusive relationship between the City and Contractor, and the City retains the right to purchase the same or similar Goods or Services from other providers. Payment shall be made only for Goods or Services actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities.
- 3.26 News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be

withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.

- 3.27 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.28 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.29 Permissive Cooperative Procurement. (09/17) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.
- 3.30 Access to City Facilities. (11/18/20) Contractor agrees that Contractor's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. (09/17) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. (09/17) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is

public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. (08/19) Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its

control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

- 4.4.3 Scope. (09/17) This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:
 - 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
 - 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
 - 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-

judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.

5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.

5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>

5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>

5.2 Grant Funding. (02/18) Some funding for this contract may be American Rescue Plan Act (ARPA) funds, and any ARPA funded work is subject to **Exhibit D, Federal Requirements and Certifications**, and may be subject to additional, task order specific reporting requirements as requested by City.

5.3 Compliance with Non-Discrimination Laws and Regulations.

5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. (07/18) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Agreement.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within ten (10) Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for City under this Agreement.

- 5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

- 5.4 Service(s) and Deliverables Warranties. (10/19) Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. (01/19) Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.
- 5.4.4 Compliance with Law. (10/19) Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.5 Industry Standards. (10/19) Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.6 Substitution or Modification of Products at No Charge. (03/19) In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.
- 5.5 No Waiver of Warranties or Representation. (10/19) Performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.6 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

- 5.7 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the Term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. (09/17) If, during the Term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. (10/19) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Services authorized under this Contract.
- 5.11 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

- 5.12 Force Majeure. (01/19)

- 5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.
- 5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.
- 5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.
- 5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.
- 5.13 Ownership of Property. (06/19) All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES

6.1 Hold Harmless and Indemnification. (08/19)

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract. Contractor shall provide indemnification for owners or managers of real property locations where Contractor will provide services, and those additional indemnification requirements will be documented in each Task Order or Use Agreement.
- 6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whatsoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Deliverables and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon. Contractor understands that additional insurance types or amounts may be required by owners or managers of real property locations where Contractor will provide services, and those additional insurance requirements will be documented in each Task Order or Use Agreement.

- 6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this

Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.

6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.4.2 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.4.3 Workers' Compensation. (08/19) Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

Required and attached Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.4.4 Professional Liability. (08/19) Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an

amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

6.4.1 Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and Jeff Kositsky on behalf of Contractor.

6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Mayor on behalf of the City and Lena Miller on behalf of Contractor for resolution, if possible.

- 6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- 6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. (09/17) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

Contract Number: 31002431

Contract Title: Temporary Alternative Shelter Operators

CITY OF PORTLAND SIGNATURES

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

**Exhibit A
Contractor's Price**

SECTION 1 Pricing.

Personnel Title	Hourly Rate
Project Director	\$38.46
Deputy Director	\$33.65
Guest Services Manager	\$31.25
Guest Services Supervisor Day/Swing Shift	\$26.50
Guest Services Supervisor Night Shift	\$27.50
Guest Services Practitioners Day/Swing Shift	\$21.00
Guest Services Practitioners Night Shift	\$22.00
Outreach Practitioners	\$21.00
Care Coordination Manager	\$32.69
Care Coordination Practitioners	\$28.00
Director of Operations	\$48.08
Data and Compliance Specialist	\$38.46
Business Manager	\$33.65
Human Resources Generalist	\$33.65
Accounts Payable Clerk	\$33.65

Overhead costs shall be billed at a rate of 14%.

For each site issued under a Task Order, Contractor shall be allowed to invoice for a 15% advance of the site annual budget.

Individual costs for each site related to any property management and property maintenance tasks shall be negotiated between City and Contractor and included in each Task Order.

Advance payments for startup costs may be negotiated between Contractor and City, and paid in advance of work performed. Contractor shall submit supporting documentation for such advance payments as directed in writing by City Project Manager.

Exhibit B
Statement of Work

SECTION 1 SUMMARY

The City of Portland desires Contractor to operate and manage temporary, alternative shelters for community members experiencing homelessness that provide a safe place for people to reside and expand vital services to assist residents with transitioning to permanent housing. These temporary alternative shelters will increase the diverse availability of shelter offerings within the city. They will be in addition to congregate and motel shelters. The City is in the process of identifying sites on which to locate temporary alternative shelters as well as managing the site preparation and construction.

A temporary shelter is a site in which multiple mobile or permanent units are placed for use as a shelter. An example is the Safe Rest Village at Menlo Park Village, which will provide 60 palette shelters and a central community area with services like laundry and case management. Another example of a type of temporary shelter is a managed campground or parking area, with supervision and sanitation plans.

The shelters will provide 24 hours/7 days a week management to ensure responsiveness to safety concerns and provide opportunities to connect individuals and families with resources to secure permanent housing. They will also aim to have a ratio of practitioners to guests of 15:1.

They are intended to provide a safe space to connect people to whatever services they need to get off and stay off the streets. These temporary alternative shelters will include access to hygiene, meals, laundry, storage, case management, and provide clients with a safe and clean space to sleep and rest. External partners will provide additional services including behavioral and physical health, animal services and navigation to housing. The shelter operator will also provide a 24/7 hotline for residents, businesses, and other stakeholders and ensure that the area surrounding the site, up to 1,000 feet, is kept clean and orderly.

This work is in response to the five Resolutions the City Council passed on November 3, 2022 that were aimed to fast-track construction of affordable housing and move homeless Portlanders closer to services and is focused on the management of sanctioned sites that will increase and improve services provided to individuals experiencing homelessness in Portland.

SECTION 2 SCOPE OF WORK

The City will identify and develop each temporary shelter site and issue a Task Order to Contractor for the operations of each specific site.

Temporary Shelter Sites (Sites) – These sites will be constructed by the City, are expected to include:

- Individual shelters (pallets, tents, tiny homes, prefab structures, etc.)
- Fencing with gate
- Trash enclosures
- On-site office management space
- On-site laundry facility (may be via portable units)
- On-site personal storage
- Restrooms and showers (may be via portable units)
- Smoking area
- Pet relief area
- Safe Parking areas

Provision of Site Services – City will provide the following services:

- Daily food service
- Trash removal
- Utilities – water, wastewater, stormwater, solid waste, electricity
- Sanitation services
- Other potential needs

Contractor shall be required to accept and sign a Use Agreement for each site, prior to performing services at that site.

Contractor shall provide the following Services:

Oversee the operations and management of temporary alternative shelters in various locations across the city as directed by Task Orders. The temporary alternative shelter sites and the infrastructure will be developed by the City of Portland prior to the operator starting. They may involve the use of outdoor and/or indoor spaces, and temporary structures. Although these shelter programs do not have to put a time limit on how long someone may stay, every shelter must be understood to be a temporary living situation that offers safety, stability, and support to facilitate successful transitions to permanent housing.

Shelter Management – Contractor shall manage temporary alternative shelter sites and shall provide the following services that include but are not limited to:

- Manage the site and day-to-day operations.
- Plan for entry and intake assessments – including assessing clients’ housing barriers, needs, and preferences.
- Develop Individualized Service Plans (or something similar) with each client and supporting participants in reaching their goals.
- Conduct Homeless Management Information System intake, annual, and exit paperwork and data entry requirements for each client.

- Facilitate/coordinate connection to other external service providers to provide supportive services such as mental and behavioral health counseling, substance use treatment, legal assistance, enrollment in benefits, animal care services, literacy training, medical, dental care etc.
- Facilitate/coordinate connection to other external service providers to assist with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.
- Facilitate coordination with other service providers engaged with participants, including with providers of supportive services case management.
- Interventions and crisis planning as needed.
- Store and serve at minimum, 1 meal, and 1 snack, a day per client.
- Provide on-site staff with adequate skills and, where appropriate, certification enabling them to address behavioral health needs of participants.
- Coordinate and calendar services and activities on-site.
- Contractor shall have a grievance and complaint procedure. Both procedures should be in writing and be developed in compliance with federal law regarding discrimination. Such procedures should include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including a mediation/arbitration process, if needed. The City reserves the right to review and approve Contractor's grievance and complaint procedures.

Comprehensive Management Plan – Upon issuance of a Task Order by the City, Contractor shall create a Comprehensive Management Plan for that site that must include but is not limited to:

- Safety plans for clients, neighborhood, and site, including mitigation of fire risk.
- Crisis intervention, mitigation, and avoidance planning. 24/7 hotline to receive neighborhood calls.
- Screening and conditions of residency are clearly defined and include the conditions/circumstance under which placement is lost or terminated.
- Develop and enforce guidelines and rules addressing the following:
 - Admission criteria
 - Quiet hours
 - Drug and Alcohol use
 - Good Neighbor Agreement
 - Other Code of Conduct requirements
- Monitor activity outside the perimeter (1,000 feet) of the facility to mitigate loitering, camping, drug use, and trash around the site and help the City maintain its commitment to a Good Neighbor Agreement.

Reporting Requirements - City and Contractor shall agree on a format for reporting data. Data to be included in reports includes but is not limited to:

- Timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures.
- Average length of stay in program prior to housing acquisition

- Demographics of activities to promote health and wellness, and client stability
- Quarterly outcome reports will provide data on achievement of outcomes towards housing, employment and increased access to services. This can include success stories and also identify challenges and steps to overcome these challenges.
- Contractor specific procedures that ensure the confidentiality of client files and processes that define their ability to track program participants.
- Monthly narrative progress reports will be due no later than the 10th day of each month. While the form of the monthly report will be mutually agreed upon, data requests will most likely include at a minimum the following:

Measure	Disaggregated by	Description (if needed)	Reporting Schedule
Unduplicated number of individuals served	Zip code, race and ethnicity, gender, annual household income, household size, age, disability	Zip code is location of the shelter.	Quarterly
Number of bed nights provided	Zip code	Calculation based on entry and exit dates from HMIS. Zip code is location of the shelter.	Quarterly
Length of completed stays	Zip code, race and ethnicity, gender, annual household income, household size, age, disability	Zip code is location of the shelter. If a stay ends within a given reporting period, the length of that stay is reported for that quarter. Length of stay data with small sample sizes will not be reported out in summary findings to address issues of low data reporting for this measure if lengths of stay tend to be longer than the reporting period. Sharing of these data and analysis should include explanation of how this data is collected to help interpret the information.	Quarterly
Exit destination	Zip code, race and ethnicity, gender, annual	Zip code is location of the shelter. Use HMIS categories.	Quarterly

	household income, household size, age, disability		
Information about contractors or subrecipients	<p>Zip code, organization size</p> <p>If a business:</p> <ul style="list-style-type: none"> • BIPOC owned, race and ethnicity of business owners <p>If a nonprofit:</p> <ul style="list-style-type: none"> • Race and ethnicity of board and staff 	Awards greater than or equal to \$50,000 have additional information to report, see data standards document.	One-time
Focused qualitative outcome survey	If possible: Zip code, race and ethnicity, gender, annual household income, household size, age, disability	<p>A qualitative survey to understand more detail on how recipients are feeling and experiencing the care in the site. This survey could be focused on those receiving connection to services through community health workers. Survey participation is contingent on consent to contact and contact information.</p> <p>NOTE: HMIS may not be the best tool for information collection and management associated with this survey.</p>	Bi-Annual

- Average length of stay in program prior to housing acquisition
- Demographics of activities to promote health and wellness, and client stability
- Quarterly outcome reports will provide data on achievement of outcomes towards housing, employment and increased access to services. This can include success stories and also identify challenges and steps to overcome these challenges.
- Proposer specifies procedures that ensure the confidentiality of client files and processes that define their ability to track program participants.

Property Management Liaison Functions - The temporary alternative shelters may be located on City-owned, other public, and private property. The City maintains responsibility for overall maintenance and property management needs of all of the service sites. Contractor shall liaise with appropriate City staff in support of the City's maintenance and property management roles.

Property management and maintenance tasks may include but are not limited to:

- Identifying needed maintenance, repairs, grounds keeping, and any other property-related issues necessary to the maintenance of a safe, clean, and welcoming environment for program participants, and notifying City PM as these needs are identified.
- Liaising with City staff or contractors on site and facilitating their access to the property as needed for the conduct of maintenance or other property-related work.

City & Contractor Coordination – To ensure that the program is well coordinated, City staff will hold weekly meetings with the Contractor relating to how the site(s) run and to address any issues in a timely manner. Contractor shall use these opportunities to bring up any challenges faced and make requests of City for desired programmatic changes. The City has assigned a project manager to oversee Contractor's work and provide support as needed.

The City will provide feedback to Contractor, make observations of day-to-day program operations, and make recommendations to Contractor. City will participate in multi-agency coordination group with county and local organizations to share information and coordinate strategies, tasks, and deliverables.

SECTION 3 TASKS AND DELIVERABLES

The individual Deliverables are described in more detail below:

3.1 Task 1: Draft grievance and complaint procedure.

3.1.1 Deliverable 1: Draft grievance and complaint procedure.

3.1.1.1 Acceptance Criteria: Draft grievance and complaint procedure delivered to and accepted by City PM.

3.2 Task 2: When issued a Task Order for a site, Contractor shall develop a draft shelter management plan, monthly budget, and annual budget, for the site. Contractor shall include in the draft work plan any service needs not identified in the Task Order scope. City and Contractor shall then negotiate details of the final shelter management plan including those Goods and Services to be provided by City.

3.2.1 Deliverable 1: Draft shelter management plan for each Task Order issued to Contractor.

3.2.1.1 Acceptance Criteria: City PM receives and accepts draft shelter management plan.

3.2.2 Deliverable 2: Write monthly budget for all work to be completed for each Task Order.

3.2.2.1 Acceptance Criteria: City PM receives and accepts monthly budget.

3.2.3 Deliverable 3: Write annual budget for all work to be completed for each Task Order.

3.2.3.1 Acceptance Criteria: City PM receives and accepts annual budget.

3.3 Task 3: Monthly progress report. Contractor shall deliver a monthly progress report for each site being managed.

3.3.1 Deliverable 1: Monthly progress report.

3.3.1.1 Acceptance Criteria: City PM receives and accepts monthly progress report.

3.4 Task 4: Quarterly outcome report. Contractor shall draft and deliver an outcomes report quarterly.

3.4.1 Deliverable 1: Quarterly outcome report.

3.4.1.1 Acceptance Criteria: City PM receives and accepts quarterly outcome report.

SECTION 4 TASK ORDERS

Work performed under this Contract must be authorized via a written Task Order signed by the City and the Contractor. The Scope of Work, schedule, Deliverables, and compensation for each Project will be defined in the Task Order prior to commencement of the work. Any change to the Scope of Work, schedule, Deliverables, and compensation must be agreed upon by the City and the Contractor in writing as an amendment to the Task Order.

Compensation for each Task Order will be determined through negotiation with the Contractor based on the Scope of Work, the budget the Contractor estimates for performance of the work and the Contractor's hourly rates, subject to a predetermined cap for the maximum compensation for the Task Order. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual hours necessary to complete the Task Order. If the Contractor underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either Party at the time the Task Order was issued, or for changes to the Scope of Work or Deliverables requested by the City.

Following the execution of each Task Order, the City's Project Manager will work directly with the Contractor for the duration of the Project unless otherwise noted on the Task Order.

SECTION 5 PROJECT SCHEDULE

The Project shall be completed no later than February 28, 2028.

SECTION 6 PROJECT MANAGEMENT

6.1 Status Reports

Contractor shall summarize activities under this Contract in written weekly status reports submitted to the City Project Manager. The status reports are due on the first day of the week and shall include summaries of all activities and Deliverables completed in the prior week. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

6.2 Place of Performance

Contractor shall provide City with services at City locations as directed by the City Project Manager. Some portions of the work will be performed at Contractor facilities as agreed with the City Project Manager.

6.3 Project Managers

The City's Project Manager will be Skyler Bocker-Knapp. The City may change City's Project Manager from time to time upon written notice to Contractor. Contact Information:

Phone: 503-865-6975

Email: Skyler.bocker-knapp@portlandoregon.gov

The Contractor's Project Manager will be Mark Anderer. Contact Information:

Phone:

Email:

6.4 Acceptance Criteria

Acceptance Criteria shall be reviewed jointly by the City's Project Manager and Contractor's Project Manager. When agreed, the Acceptance Criteria shall be attached and incorporated here in this Statement of Work as Exhibit B-1.

Exhibit C, Contractor's Proposal



January 12, 2023

Jeff Blade
Procurement Supervisor
City of Portland Bureau of Revenue and Financial Services
1120 SW 5th Avenue, Suite 1040
Portland, OR 97204

Re: Transmittal Letter for RFP 2028 – Temporary Alternative Shelter Operators

Dear Mr. Blade:

Urban Alchemy, a California nonprofit corporation, is pleased to submit the attached proposal in response to RFP 2028. Urban Alchemy accepts the General Instructions and Conditions of this RFP, the Stated Insurance Coverage and limitations, and the Standard Contract Provisions of Attachment B to the RFP. We are not requesting any redactions to our proposal.

Please note that Jeff Kositsky, our Chief Growth Officer is authorized to represent Urban Alchemy in any negotiations and will be your main contact; his email address is jeffk@urban-alchemy.us. As Chief Executive Officer, I am authorized to sign any contract that may result from this proposal; my email address is lenam@urban-alchemy.us. Our address, phone number and fax number are as follows:

Urban Alchemy
1035 Market Street, Suite 150
San Francisco, CA 94103
Phone: 415-757-0896
Fax: 877-259-5246

Thank you for the opportunity to serve the City of Portland as an operator of temporary alternative shelters.

Sincerely,



Dr. Lena Miller
Chief Executive Officer



Response to the City of Portland's RFP 2028 for Temporary Alternate Shelter Operators

January 12, 2023



Urban Alchemy Proposal: RFP 2028

SUMMARY

Urban Alchemy (UA) is submitting a proposal in response to RFP 2028 for operating temporary alternate shelter in the City of Portland. UA has experience operating all types of interim housing including congregate shelters, hotel-based shelters, tiny homes, safe camping sites, and overnight parking programs. While no sites were identified in the RFP, for the purpose of this proposal we will assume a 100-site safe camping village that serves up to 150 people and a 50-unit tiny-home village that serves up to 75 people. However, UA can operate any type or size of shelter in Portland and has the capacity to manage up to five new sites under this RFP.

PROGRAM DESIGN

Describe your philosophical approach to working with individuals and households experiencing homelessness, including challenges with working with this population and strategies to maximize successful outcomes. UA currently provides six services designed to transform trauma into resilience, including: Interim Housing,

Community-Based Public Safety, Homeless Outreach, Community Engagement, Hygiene Services, and Street

Cleaning. While this work is critical to our mission, the real alchemy is in relationships that our staff, known as Practitioners, build with those we serve. The brooms, toilets, and showers are used as props to facilitate the engagements that help heal people and places. We believe that the best individuals to facilitate this healing are those who understand what it means to harm a community. Ninety-six percent UA employees, including management, experienced incarceration. When fully embraced, this life experience, and the difficult inner work it requires, holds the possibility of producing people with extraordinary emotional intelligence, exceptional social skills, and unique leadership qualities. Practitioners receive extensive training and ongoing support to successfully utilize our philosophical approach.

UA refers to the people we serve as guests, and this reflects the core of our philosophy. We always ask ourselves, “if this was my family member or a guest in my home, how would I want them to be treated?” Staff strive to treat our guests, our neighbors, and ourselves with respect, compassion, and love. This is fundamental to our approach and how we build relationships that are healing and empowering.

UA uses the evidenced-based best practices in the design and implementation of all our programs. We also utilize guidance from the National Alliance to End Homelessness (NAEH) and other sources when developing and operating shelter programs for People Experiencing Homelessness (PEH). Below is a list of the key elements we use when working with PEH.

- **Harm Reduction** is critical in our work, and it saves lives. Staff are available and accessible to everyone and emphasize humility and compassion toward people who use drugs. UA staff are trained in overdose reversal, substance use disorders, and connecting people to services. We know that meeting guests where they are and without judgment, is a critical part of harm reduction and how we engage with our guests.
- **Trauma Informed Care** requires staff to recognize that PEH have many different traumatic experiences which often intersect in their lives. This requires understanding, support, and individually conscious care. It also requires that staff are well-trained in de-escalation techniques so we do not re-traumatize our guests when emotions are heightened. Our co-founder Dr. Lena Miller has a PhD in Clinical Psychology and is an expert on helping transform trauma to resilience, a key focus of UA's model.
- **Housing First** is at the center of our services for PEH and our staff prioritize helping guests find permanent housing. UA is guided by the belief that people need a place to call home before attending to other needs. We do not believe in any preconditions to accessing shelter, or permanent housing. In addition to helping guests navigate the affordable housing system in their community, helping people exit homelessness with limited financial assistance through Diversion/Rapid Exit programs has become a cornerstone of our services for PEH.
- **Progressive Engagement** is the practice of helping households end their homelessness as rapidly as possible with the correct level of support. We begin with Diversion/Rapid Exit conversations, encouraging guests to use their own skills, resources, and networks to quickly exit homelessness. However, if guests need a different type of intervention we will progressively add to our work, up to and including facilitating placements into Permanent Supportive Housing (PSH) or Rapid Rehousing (RRH). With the progressive engagement approach, as greater needs are identified, the level of support is adjusted. Progressive Engagement ensures that people who have lower needs receive lighter touch support and those with the greatest needs can access the highest levels of support; this helps systems operate as efficiently as possible.
- **Strengths-Based Approach** is used by staff when working with PEH. This honors our guests' skills and resources and allows them to decide their path out of homelessness rather than telling them what to do. UA staff ask guests to set their own goals and use motivational interviewing when providing services. This approach has proven to strengthen personal motivation for and commitment to specific goals by exploring the person's own reasons for change within an atmosphere of acceptance and compassion.
- **Community Building** is critical to how we operate our interim housing sites for PEH. Community building starts with developing individual relationships and welcoming everyone to be part of the family of guests at our sites. We listen to what our guests are saying and make sure they know that

they are valued. We also work to make it clear that “all means all” at UA sites – meaning everyone is accepted for who they are. Further, UA keeps our sites safe without using outside security; uniformed guards do not project a sense of trust or community and can be very triggering to some people. UA’s community building approach has proven to create a sense of connection and mutual responsibility that facilitates healing and helps ensure smooth operations at our sites.

- **Low Barriers to Entry & High Barriers to Exit** is our approach to operating interim housing for PEH. We work to ensure that guests can bring their partners, pets, and possessions with them when entering a shelter. We strive to meet people where they are at and do not have requirements for entry beyond those required by the funding agency. Furthermore, we make our initial intake as welcoming, simple, and clear so our guests can quickly settle in. While UA asks our guests to sign a community agreement and develop a service plan, we give our guests two weeks to engage with us on this. We also work with funders to develop community guidelines that avoid restrictive rules and curfews. UA staff are very focused on keeping our sites safe and secure; they expect guests to abide by the community guidelines and will work with people if there are issues or misunderstanding. Unless a guest is posing a threat to the safety and well-being of others, we work very hard to avoid returning someone to the street.
- **Five Star Service** is the belief that our guests deserve high quality facilities, programs, and customer service. UA staff rival the customer service provided by the concierge at a fancy hotel and our sites are kept impeccably clean. UA shelters often have artwork, water treatments, beautiful furniture, and other amenities. We strive to ensure that the staff engagement, cleanliness, operations, and design of UA interim housing create a healing environment that reflects how much we appreciate and care about our guests.

UA staff understand that most PEH have experienced significant trauma. This can lead to challenging behavior that is sometimes exacerbated by mental health and/or substance use disorders. Heightened emotions, yelling and other aggressive behavior sometimes occur at our sites. In addition, violence, medical emergencies, and other crisis situations can and do occur in a shelter setting. The UA approach and the best practices we utilize help mitigate these challenges. However, that does not mean challenges do not happen – in fact they usually happen daily.

UA does not address challenging behavior or situations by taking a punitive approach. We use many of the techniques and approaches described above when a guest is behaving inappropriately. While we have a zero tolerance policy for violence, we believe most issues can be addressed by being clear about community guidelines and having compassionate conversations when they are not being met. All shelter staff are trained in de-escalation and many of our sites have a “decompression” room or designated area where folks can stay while they are working out their feelings and issues. Forcing someone to leave a site because they are struggling is antithetical to the purpose of providing shelter and is only done as a last resort.

We know that our guests often face a variety of health and other challenges. UA staff are well-trained to work effectively with medically fragile guests and people with disabilities; they also know how to address emergency situations. Staff are trained in first aid and the use of Narcan for overdose reversals.

In addition, we make a point of having good relationships with public safety agencies, know when to call them, and how to work with them. UA staff do wellness checks at our interim housing sites each hour and every 15 minutes for high-risk guests; this helps us address challenges before they become an emergency.

Practitioners are uniquely qualified to address challenges and emergencies faced by PEH. While incarcerated, most of our staff were involved in tense and dangerous situations on a regular basis. As such, they know how to respond in a crisis and understand the difference between a situation that is making people feel uncomfortable and a situation that is actually unsafe. This makes Practitioners excellent at de-escalating and responding to emergencies. Furthermore, since our Practitioners see themselves in the people we serve, they are uniquely empathetic and aware – using a unique combination of compassion and common sense to do their jobs.

Provide your staffing plan, including client to staff ratio and rationale.

UA staff are known as Practitioners because everyone is expected to practice the alchemy that UA is named for. We have different titles and roles, but all staff are expected to do “whatever it takes” to serve our guests, regardless of job descriptions. Practitioners all receive extensive training before working at a site (described elsewhere in this proposal). All staff wear uniforms and name tags; they also carry a radio, body alarm, gloves, Narcan, and other equipment depending on their role. Staff wear masks as required by local COVID protocols.

UA has extensive experience operating interim housing of all types. The staffing plan outlined in this proposal is based on our history of operating high-quality shelter using the philosophical approach described earlier. The number of staff at each site is driven by the size and type of facility we are operating. However, in general we expect a staff to guest ratio of 1:15 for Guest Services Practitioners and 1:20 for Care Coordination Practitioners. Below is a list of our staffing for this initiative, their duties, and the rationale behind the staffing level, with more detail provided in the attached budget.

Management

These staff members are responsible for the management of the site(s), supervision of staff, coordination with partners, and working with our funders.

- **Director of Operations:** This individual will oversee all UA programs in the Portland area, reporting to the Chief Operating Officer (COO). They will supervise all Project Directors and cover their duties when someone is not available. This individual will be an experienced UA staff person reassigned from one of our other cities. Their time will be allocated to multiple projects based on a percentage of FTEs.
- **Project Director:** This individual will be responsible for operations of a single shelter. They will report to the

Director of Operations and supervise the Deputy Director, the Guest Services Manager and/or Care Coordination Manager based on the staffing configuration. This individual will likely be a UA staff person reassigned from one of our other cities. This is a salaried position, and the regular schedule will fluctuate to include weekends and evenings.

- **Deputy Director:** This individual will report to the Project Director and is expected to be on-site during the days the Project Director is off (including weekends and holidays). In addition to supporting the Project Director, the Deputy Director is responsible for overseeing all Guest Services (see below). At sites with 90+ guests, they will supervise a Guest Services Manager. At sites with under 90 guests they will perform the role of Guest Services Manager (see below). This is a salaried position, and the regular schedule will fluctuate to include weekends and evenings.

Guest Services

Guest Services staff are responsible for the health, safety, and comfort of all guests as well as the cleanliness and smooth operation of their site. They will conduct intakes, check guests in and out, perform regular wellness checks, provide meals and supplies, manage laundry service, develop relationships with guests, collaborate with Care Coordinators and other service providers, ensure the area is clean and well maintained, and monitor the perimeter of the site. They will deescalate conflicts and respond to all emergency situations. Guest Services staff will also ensure that all community guidelines are being followed.

- **Guest Services Manager:** This person will manage the Guest Services Supervisors at sites with 90+ guests. They will be responsible for the hiring and scheduling of all Guest Services staff. They are also responsible for compiling data and incident reports from each shift. This is a salaried position, and we expect their regular schedule will include some evenings and weekends.
- **Guest Services Supervisors:** There will be one Guest Services Supervisor on-site 24/7. They are responsible for overseeing the work of the Guest Services Practitioners on their shift and will also actively participate in the work. They are responsible for creating daily reports, filing incident reports, and submitting guests' grievances.
- **Guest Services Practitioners:** These staff members will ensure the health, safety, and comfort of all guests as well as the cleanliness and smooth operation of the site. They will perform all the activities described in the introduction above. UA requires that there is a Practitioner to guest ratio of 1:15 (including the supervisor). Based on our experience, this is the minimum number of staff needed to ensure the safety and security of the site and guests.
- **Outreach Practitioners:** At sites with more than 100 people or in sensitive locations, UA recommends two Outreach Practitioners for the morning and swing shifts seven days per week. These staff will be responsible for engaging with those outside the boundaries of the site and keeping the outside perimeter clean. The Outreach Practitioners will mitigate a site's impact on the surrounding community by engaging with community members, those being disruptive, people having mental health episodes, and responding to other negative behaviors. They will report to the Guest Services Supervisor for their shift and provide them daily activity logs. At sites with no Outreach Practitioners, the Guest Services Practitioners will perform this role whenever possible, monitoring the perimeter hourly.

Care Coordination

UA refers to ‘case management’ as Care Coordination because we do not see our guests as “cases” and want to work in partnership with our guests rather than trying to “manage” them. Services include addressing immediate needs, developing individual plans with guests, working with people to achieve their goals, and making referrals. Staff focus on helping guests exit homelessness through Diversion/Rapid Exits and system navigation. The Care Coordination team will also develop and facilitate activities and events based on the needs and interests of guests.

- **Care Coordination Manager:** This individual will be responsible for the provision of on-site services and collaboration with outside service providers. They will supervise staff, coordinate with partner agencies, ensure the quality and effectiveness of services, oversee data collection (including HMIS), and assist with reporting. They will also work directly with a small number of guests who are facing difficult challenges. The Care Coordinator Manager must have extensive experience running service programs for PEH. This is a salaried position, and the regular scheduled may include weekend and evening coverage based on the needs of our guests. Please note that at sites with more than 150 people, there will also be an Assistant Care Coordination Manager.
- **Care Coordination Practitioners:** Care Coordination Practitioners will work with approximately 20 guests at a time. As such, UA requires a Care Coordination Practitioner to guest ratio of no more than 1:20 (including the manager). Care Coordination Practitioners will help each guest develop and implement a housing focused service plan to meet their immediate and long-term needs. They will also plan and facilitate activities and events at the site. Some Care Coordinators are social workers, but many are experienced UA staff trained in service provision. Care Coordination Practitioners will work evenings and weekends based on our guests’ schedules and needs of the site.

Administrative

The following positions are administrative in nature. Other than the Business Manager, these positions are often billed to indirect costs. However, due to ARPA regulations limiting indirect costs to 10%, they are being included in our direct salary budget.

- **Business Manager:** This person will work on-site at up to 3 locations and is responsible for handling all business operations and coordinating efforts with the Data, HR, AP, and Contracts teams. They are allocated to a site based on a percentage of FTEs.
- **Data and Compliance Specialist:** This individual will be responsible for data collection and reporting. They will manage the data collected by site staff, maintain all databases, process data, and produce the reports outlined in the RFP. They will work in an administrative office and are allocated to multiple sites based on a percentage of FTEs.
- **Human Resources Generalist:** This person will be responsible for recruiting, hiring, onboarding, and supporting staff. They will work in an administrative office and are allocated to multiple sites based on a percentage of FTEs.
- **Accounts Payable Clerk:** This individual will be responsible for AP and will assist with payroll and monthly billing. They will work in an administrative office and are allocated based on a percentage of FTEs.

Other administrative and leadership staff who will work on this project include UA's C-team, our Director of Training, and Director of Contracts. These costs are either covered in-kind or through indirect costs. More information on these staff members and their roles can be found in the staff biographies provide in the next section.

Provide a plan for managing the site, including maintaining cleanliness of the site, community expectations and agreements for clients.

Operating plans and staff roles are described in detail previously and in the response below. To summarize, UA will staff all shelters 24/7 to guarantee the maintenance, cleanliness, and security of the site. Staff will focus on developing relationships with guests as well as neighbors from nearby businesses and residences. UA staff will check all guests in and out of the site, perform regular wellness check, and monitor the perimeter of the site. They will clean the site at least hourly and will monitor the perimeter hourly as well.

As described above, Guest Services staff will perform all these tasks with oversight by the Project Director. To facilitate smoother operations, guests will be asked to sign a community guidelines agreement that outlines expectations regarding their behavior and responsibilities toward others. In partnership with the funding agency, UA will work on developing policies related to smoking, laundry, storage, pets, food, quiet hours, and codes of conduct. There will be a process in place for enforcing community agreements well as a grievance policy a system for collecting feedback. Staff will use UA's web-based incident reporting system to document any issues at the site.

Describe all supports and services to be provided to site clients, specifically those aimed at stability, health and wellness, and long-term housing and/or employment retention.

Care Coordination Practitioners' focus is to help our guests exit homelessness as described in a previous section.

They will ensure that all guests are in the coordinated entry system (HMIS) and assessed for housing. Care Coordination Practitioners will utilize Diversion/Rapid Exit strategies such as family reunification, securing employment, accessing benefits, and other techniques to help guests find their way out of homelessness with minimal support. If these are not viable options, we will help the guest explore their RRH and PSH options. This includes addressing barriers such as untreated health conditions, meeting financial needs, lack of documents (birth certificate, etc.), and systems navigation. All of this will be sensitive to the needs and wants of people who are guests at the shelter.

While housing is our focus, we work to meet a variety of our guests' needs to help ensure their health, happiness, and well-being while staying at our site. The following is a summary of services provided by our Practitioners.

- Within two weeks of entering the site, an intake will be conducted that will include the development of a guest-driven plan to address their immediate and long-term needs.
- Guests will be connected to the appropriate health care and service providers based on their needs and interests.

- Care Coordination Practitioners will have regular meetings to monitor progress on their service plan, make referrals, provide counseling and assistance.
- Staff will provide regular events and activities for guests (at least twice per week) depending on their stated interests and needs; this might include support groups, AA meetings, social events, classes, community meetings, etc.
- Staff will have basic supplies available for guests such as hygiene kits, clothing, and other items that are purchased or donated.
- Staff will provide guests two meals per day plus snacks, water, coffee, etc.
- Staff will have resources available to assist guests with issues related to their vehicles (if needed).
- Staff will provide counseling, referrals, and resources related to securing or retaining employment.
- Care Coordination Practitioners will assist guests with applying for benefits such as food stamps, Medicaid, social security, etc.

UA knows that the design and operation of shelters is critical to the health, happiness, and well-being of our guests. Features such as a storage area, laundry, pet areas, and common space for gathering are important features we will strive to include in the site design. Furthermore, ensure that the site is peaceful and safe for people from all backgrounds is an important component to meeting guests needs (described in more detail below).

Describe how your organization centers racial equity and incorporates culturally responsive practices into its service delivery model. How will equity lead your work if awarded this contract?

UA recognizes the over-representation of the BIPOC population among PEH as well as tremendous disparities that exist in many of our social service systems. We work to address these disparities through our hiring, organizational culture, and training. Since people of color are over-represented in the prison system, 92% of our staff are BIPOC. As such, UA has a diverse staff who can connect with people from a variety of backgrounds.

UA's leadership strives to create a safe and welcoming environment that respects everyone and promotes self-esteem. Nobody at UA needs to conceal who they are or adapt to the dominant culture – we have created our own culture that celebrates people of all backgrounds and unites around the work. This unique environment empowers Practitioners and encourages them to respect everyone they engage with. UA staff have made the choice to give back to our communities by using restorative justice principles, including cultural responsiveness.

However, addressing equity issues is critical and we do not rely solely on our hiring practices and culture. Staff receive extensive training on equity and cultural competence. We also collect data, including guest feedback, and review it through an equity lens.

Provide a detailed plan of how you will manage day-to-day operations at each site. This should include your process for entry, screening, and assessment as well as the management of the facility and site as well the perimeter surrounding the facility.

The following is a summary of the key components of day-to day operations of each site; it also summarizes some recommended amenities and design features.

- **Shift Meeting:** At the beginning of each shift, all staff will meet to review the site status and set goals for the day.
- **Referrals:** UA will take referrals to each site based on guidelines established by the funding agency.
- **Intake/Exits:** UA can do intake of new guests 24/7 based on the city's requirements; guests will be interviewed briefly, assigned a sleeping area, and oriented to the site operations and community guidelines. Their information will be entered into a data system which will be updated upon their exit.
- **Screening & Assessment:** Within two weeks of entering the site, guests will be asked to sign the community guidelines and develop individual service plans.
- **Process for Entry:** Guests must check in and out of the site; health screenings will be conducted based on local guidelines.
- **Perimeter Checks:** Unless there are designated Outreach Practitioners, Guest Services Practitioners will monitor and clean the perimeter of the site every hour.
- **Wellness Checks:** Staff will conduct wellness checks each hour; staff who are at-risk will be checked on every 15 minutes.
- **Custodial & Sanitation Services:** Guest Services Practitioners shall maintain the cleanliness and tidiness of the site, including light trash pick-up in the surrounding area. This includes maintaining the restrooms and common space. Site cleaning will be done hourly, and UA Practitioners will refer to dispatch or other resources for more significant custodial needs. UA will also contract for pest control services at each site. We expect all sites to be impeccably clean and provide staff the tools and training to do so.
- **Meal Service:** Guest Services Practitioners will heat and distribute meals 2x per day. They will also ensure there is coffee, drinking water and snacks available during the day and swing shifts.
- **Amenities –** Guest Services Practitioners will manage laundry, distribution of supplies, access to storage, community areas, pet areas and all other amenities on the site.
- **Services:** The process for developing service plans, making referrals, supporting guests, and coordinated entry/HMIS was described previously. Service plans and progress toward achieving their goals will be tracked in HMIS and/or a database depending on the funding agency requirements.
- **Events:** Care Coordination Practitioners will plan and facilitate at least two events per week based on guests' interests and needs and to promote community building. They will post a weekly calendar of events in a common area that all guests use. Sign in sheets will be used to track participation.
- **Safety and Security:** Ensuring the safety and security of guests is a top priority for UA. This begins with developing clear community guidelines in partnership with the funding agency and ensuring that guests sign and understand these guidelines. UA Practitioners will ensure that these guidelines are being met and if they are not, will work with the guest to address the situation. When people are upset, staff will use de-escalation techniques and invite guests to spend some time in the decompression unit or area. A major component of our safety and security plan is that UA Practitioners will consistently engage guests to build positive relationships and serve as a community connector. We will staff all entrances to the site, do regular walk-throughs, and monitor the perimeters; we will also monitor security cameras if present (we recommend at least some). UA staff all carry radios and body alarms for communication and safety. Please note that UA does not use private security for any of these functions.

- Emergencies: UA will have a plan for responding to individual situations that require public safety support. We will also develop a site-based disaster plan for evacuations, weather-related situations, and other emergencies. UA will maintain first-aid equipment, fire extinguishers and Narcan at all sites.
- Denial of Service: UA has few rules at our sites and staff are very flexible with our guests; however, we are also very clear that violence will not be tolerated. Violent or abuse acts are generally the only reason someone will be asked to leave a site and we will work closely with the funding agency on each situation that arises.
- Grievances: UA has complaint and grievance procedures for guests that we will review with the funding agency to meet local protocols and expectations
- Feedback: UA receives direct feedback from our guests and their advocates via personal interactions, emails, and our website. Our policy is to respond to any feedback we receive, both positive and negative. All feedback is provided to our COO who assigns a director to investigate as needed. Such feedback is reviewed in meetings with program staff. If necessary, we will take corrective action. We then respond to the person who provided the feedback to thank them and/or share what was done.
- Incident Reports: UA uses a web-based app for staff to generate incident reports on any issues at the site. These are reviewed by UA leadership and monitored for appropriate follow-up.

Provide a detailed plan outlining measures to ensure safety for clients with differing needs.

General safety and emergency plans are described elsewhere in this proposal. However, UA recognized that some guests may have differing needs and will take the following steps to ensure that they are met.

- Ensure that community guidelines are clear that discrimination and abusive behavior will not be tolerated.
- Ensure that community guidelines acknowledge people with mental health or substance use disorders.
- Develop a relationship with emergency service providers and make them aware of any high-needs guests.
- Ensure the needs of people with disabilities are being met in the design and operation of each site.
- Develop an emergency plan for the site that includes an evacuation plan for people with special needs.
- Perform wellness checks at least once per hour and every 15 minutes for guests who are at-risk.
- Train and equip staff for first aid, CPR, and Narcan use.
- Train staff on working with people from different needs and backgrounds.
- Ensure that restrooms are accessible to everyone, regardless physical ability, gender, etc.
- Develop a plan to meet the language needs of people who did not speak English as their first language.
- Listen to our guests and adjust as needed; some examples of past actions include changing how meals were distributed at a shelter and establishing a women-only section at a tent site.

Describe how your program will manage, mitigate, and respond to any negative community impacts to neighbors of a supported campsite.

UA has extensive experience with minimizing the negative impacts the residential programs may have on the surrounding community. A major component of this work is the neighborhood engagement

described below. We also spend a significant amount of time discussing this issue with guests during orientation and throughout their stay with us. We have found the clear and compassionate conversations reminding guests of their civic responsibilities addresses most concerns. We also monitor the area surrounding all the sites we manage and will patrol the perimeter at least once per hour. Finally, design consideration such as site access, fencing and placement of amenities are important to minimizing negative community impacts.

Describe how your program will engage the surrounding neighborhood(s) as a good neighbor.

UA's ethos is to treat everyone with respect and compassion, housed or unhoused, rich or poor. We go out of our way to meet all our neighbors where we operate. We begin by introducing UA and providing neighbors with a number to call in the event of any issues. In addition, we will attend any relevant community meetings on a regular basis. If there is a need or interest, we can also form a community advisory group of guests, housed neighbors, unhoused neighbors, and UA staff. We can also create volunteer opportunities for community members. At our other sites we have volunteer counselors, art therapists, and mediation teachers. In some instances, UA will also develop a written good neighbor plan with input from staff, guests, and the community.

Articulate how your organization ensures culturally competent services for clients.

UA is an organically culturally competent agency founded on the principles of diversity, equity, inclusion, and representation. We welcome people of all ages, races, religions, genders, sexual orientations, experiences, and circumstances. At UA, we've developed a culture that embraces diversity and supports diverse populations. This special environment encourages and empowers our Practitioners to respect everyone they engage with, regardless of their background. However, this is a critical issue and we do not leave it to chance. Cultural competence, addressing language barriers, and working with people of all sexual orientations and gender identities are important parts of our onboarding and training for staff. In addition, UA will identify resources need to address any other language barriers that may arise. More details were provided previously.

Describe your proposed timeline to implement delivery of services (i.e., schedules for hiring, timelines for project planning, start up and set up costs, etc.).

UA is also very experienced in the program and physical design of all types of shelter. If possible, we would like to be involved in the planning and design of any site we are running. UA can do this on very short notice and would assign 2-3 experienced staff to work on this.

UA will need 60-90 days from the time a contract is signed to the beginning of operations. During this time, we will be setting up our space as well as hiring and training staff. It will then take another 30-90 days to fill all beds. During the first 90 days, UA will also make any operational adjustments needed at the site.

UA has the demonstrated ability to quickly ramp-up new contracts. Our most recent expansion has been in Austin, where we were able to launch a homeless outreach program in under sixty days from the time we had a signed contract, including opening an office. Soon thereafter, we were asked to take over operations of a shelter. From the day we were invited to apply to assumption of operations was under 9 weeks.

Please note that the expected start-up costs and related financial needs are outlined in the budget section of this proposal.

How will data collection be done to ensure accuracy and confidentiality?

The Data and Compliance Specialist will oversee all data collection and quality control. They will ensure that all Practitioners are accurately recording performance indicators and other metrics outlined in the RFP. All staff will undergo training in data collection, HMIS, and confidentiality. No information will be shared without guests signing a release of information. Anything that is shared with partner agencies will follow HIPAA standards in terms of what and how we share information about our guests. UA is currently HIPAA compliant and has had no issues related to the accuracy or confidentiality of data.

Discuss your ability to meet the reporting requirements identified in the Scope of Work and any additional reporting you would propose to provide.

UA uses several applications to collect, store, and retrieve our data. The Data and Compliance Specialist will be responsible for analyzing and producing all reports. We will use local HMIS and will supplement with our own data system if needed. Suggestions for collecting data not in the RFP include: tracking events and participation, and monthly review of incident reports. We also suggest that HMIS be the centerpiece of data collection systems but need to learn more about the local HMIS before providing more detail.

CAPABILITIES & QUALIFICATIONS

Provide a brief overview of your organization including mission, history, years in operation, total staff size and experience with projects of a similar scope.

UA hires individuals who were formerly incarcerated and harnesses their skills and energy to transform people and places through respect, compassion, and love. We provide services and engagement that heal communities challenged by the intersection of extreme poverty, mental illness, addiction, and homelessness. When individuals are suffering in our public spaces, UA offers solutions. When a neighborhood, street, or intersection earns a reputation as a place to avoid, we turn it around. UA staff, known as Practitioners, create a peaceful and supportive presence, helping rebuild traumatized communities one person at a time.

UA is a nonprofit organization founded in 2018. We quickly grew from a small program in San Francisco to a thriving social enterprise with over 1,100 staff working in California and Texas. Our current operating budget is \$64 million. Over 92% of Practitioners are BIPOC and 96% have been incarcerated and/or experienced homelessness. These shared experiences create a deep bond and a spirit of mutual support that leads to thriving employees who do impeccable work. UA is committed to paying all staff a living wage with excellent health and other benefits.

UA currently offers six services designed to transform trauma into resilience:

- **Interim Housing:** operating safe camping, safe parking, tiny homes, hotels-based shelter, congregate shelter, and other client-centered, low-barrier alternatives to sleeping in public spaces.
- **Community-Based Public Safety:** providing first-responders to non-emergency 911 calls related to homelessness, mental health, and addiction.
- **Homeless Outreach:** working with people experiencing unsheltered homelessness, using a strengths-based approach to connect them with services, shelter, and permanent housing.
- **Community Engagement:** calming public spaces by forming bonds with residents, promoting positive behavior, and connecting people to local resources.
- **Hygiene Services:** providing safe, clean, and welcoming public bathrooms and mobile showers that offer dignity to those in need while improving public health.
- **Street Cleaning:** removing garbage and debris from streets and other public spaces, restoring a sense of pride to neglected communities.

Proof that UA's formula works can be seen in what we have accomplished in such a short period of time. In the last 12 months alone, UA has improved conditions in neighborhoods by:

- **Sheltering over 800 people each night** in low-barrier, client-centered facilities.
- **Connecting thousands of people to services** that met their immediate and long-term needs.
- **Reducing unsheltered homelessness** by 15% in San Francisco and 50% in Hollywood and Venice.
- **Engaging in over 6,000 de-escalations** that kept the community safe without police involvement.
- **Saving the lives of over 600 people** through overdose reversals and other interventions.
- **Providing over 600,000 toilet flushes and 14,000 showers** for people in need.
- **Removing nearly 300 tons of trash** from communities that are often neglected.
- **Employing over 1,000 formerly incarcerated individuals** in good paying jobs with a career path.

We invite you to learn more about our successful expansion in [Los Angeles](#) and our recent move to [Austin](#).

Describe your organization's experience providing emergency services and basic needs programs and capacity to successfully manage the scope of work and other requirements described in the RFP.

UA has extensive experience providing emergency services and basic needs programs for PEH as described above. Specific to this RFP, we currently provide shelter to approximately 810 people each night. This includes 3 tiny home villages (220 guests), one safe camping site (190 guests), one safe parking site (180 guests), one hotel based shelter (190 guests), and one congregate shelter (130 guests). In addition, we regularly run wet/cold weather shelters and during COVID operated five sites that served 330 guests. We were actively involved in the design and program planning for most of these sites.

Briefly describe your organization's participation, active partnerships, experience managing emergency services or collaborations in local homeless initiatives and planning efforts. Please include a history of successful outcomes working with this population.

UA is actively involved in the homelessness response systems in San Francisco, Los Angeles, Oakland, and Austin. We participate in the planning and evaluation activities of the CoC's each of these communities. Successful outcomes were described in the previous sections of this proposal.

Describe the experience of your staff including specific areas of expertise and the length of time doing this work, include resumes for relevant staff.

The following are biographical summaries of each senior staff person who will work on shelters in Portland.

Dr. Lena Miller, Chief Executive Officer

Dr. Lena Miller is the co-founder and Chief Executive Officer of UA, providing oversight and guidance to the team responsible for the administration, management, and evaluation of all UA's work. Dr. Miller has two masters' degrees in social work and psychology and completed her PsyD (Doctor of Psychology) in 2020. She has more than 20 years of experience providing effective services to low-income and homeless youth, adults, and families.

Dr. Miller grew up in San Francisco's Bayview Hunters Point where she witnessed and experienced trauma. This led her to create and lead the nonprofit Hunters Point Family to serve her community. Dr. Miller's personal story, work experience, and academic training helped inspire the creation of UA.

Bayron Wilson, Chief Operations Officer

Mr. Bayron Wilson is the co-founder and Chief Executive Officer of UA. Mr. Wilson has over ten years of experience managing nonprofit social enterprises that develop employment opportunities for individuals with multiple barriers to employment. He is a native of San Francisco's Bayview Hunters Point community. Upon graduating from Grambling University with a bachelor's degree in Business Administration, Mr. Wilson returned home. He was not able to escape from the chaos and violence that plagued the community and was incarcerated for 10 years. Upon earning his freedom, Mr. Wilson learned to combine his education, experience in prison, and expertise in social enterprise to help operationalize and lead UA.

Mike Anderer, Chief Systems Engineer

Mr. Mike Anderer is responsible for capacity-building and administrative operations at UA, including but not limited to contract management, risk-management, information technology, and data management. Mr. Anderer has 30 years of experience as an educator, community organizer, and nonprofit leader in the East Coast,

Midwest, and Bay Area. Mr. Anderer was the Founding President of Cristo Rey De La Salle High School in Oakland and Vice President at De Marillac Academy in San Francisco. He has a BS in Molecular Biology and masters' degrees in educational leadership and theology along with extensive experience in nonprofit management.

Ian Clark-Johnson, Director of Contracts

Mr. Clark-Johnson is responsible for supporting all UA projects with contract management and compliance. Upon release from prison in 2019, Mr. Clark-Johnson was hired as a Practitioner at UA. He was quickly promoted to Supervisor due to his natural ability to lead a team and engage with the public. Mr. Clark-Johnson was then asked to run hygiene programs in San Francisco before being promoted to UA's Director of Interim Housing. Mr. Clark-Johnson recently earned his BA in Sociology at San Francisco. He is highly proficient in program development, rapid deployments, systems development, data collection, and contract management.

Jeff Dickey, Director of Operations

Mr. Jeff Dickey will serve as the Director of Operations for Portland. Jeff Dickey is currently the Manager of Contracts, responsible for compliance, reporting, training staff, and helping manage operations. He will transition into the Director of Operations role where he will oversee all operations in the Portland area. Prior to his current role, Mr. Dickey helped manage many UA projects including shelter in place hotels, safe sleeping villages, and community engagement and outreach. He has been with UA since its inception and is instrumental in the organization's success, growth, and development. Prior to working at UA, Mr. Dickey spent 22 years in prison where he made a conscious choice to apply restorative justice principles when he returned to society.

Kristen Growney, Chief Financial Officer

Ms. Kristen Growney is responsible for financial management and planning at UA. She has an MBA from Stanford University and is a Certified Public Accountant. Ms. Growney has decades of experience in the nonprofit sector in the United States and United Kingdom. She has served as a Senior Vice President, CFO and CEO as well as a financial consultant. Ms. Growney was the Co-Executive Director of the GLIDE Foundation in San Francisco and held a senior position at Oxfam International. She is a recognized expert in the financial management of social enterprises.

Louie Hammonds, Director of Training

Mr. Louie Hammonds manages all staff training for UA with a team of four staff. Mr. Hammonds grew up in Stockton California where he was indoctrinated into gangs and crime. As a gang member he committed crimes which led to a life sentence in prison. Mr. Hammonds spent years in Pelican Bays SHU Security Housing Unit. It was there in the darkness of Pelican Bay, 17 years after being sentenced to life, that he started to reflect on the hardships he had caused his community and the debt he owed to society. Mr. Hammonds dedicated himself to helping others and UA became the platform through which he gives back. Mr. Hammonds has helped hire and training thousands of formerly incarcerated women and men through his current position.

Jeff Kositsky, Chief Growth Officer

Mr. Jeff Kositsky leads UA's expansion to cities around the country. This includes establishing new markets, managing fundraising, and assisting with financial management and other administrative functions. Mr. Kositsky has been leading social service organizations for over twenty years and is proficient in many aspects of organizational management including government relations, finance, strategic planning, human resources, program evaluation, and fundraising. Prior to joining UA, he was the founding director of the City and County of San Francisco's Department of Homelessness and Supportive Housing, reporting directly to the Mayor. He has decades of experiencing designing, running, and evaluating programs for people experiencing homelessness.

Ann Kwon, Chief Human Resources Officer

Ms. Ann Kwon is responsible for human resources operations at UA. Ms. Kwon has over 20 years of experience in human resources, having worked for startup and publicly traded technology companies.

Her expertise includes overseeing human resources, payroll, and stock operations with a focus on project managing system implementations. In addition to working with global corporations, Ms. Kwon served as Operations Director and Executive Director for two Oakland-based nonprofit organizations. She has a bachelor's degree and is SHRM-SCP certified.

Kirkpatrick Tyler, Chief of Governmental and Community Affairs

Mr. Kirkpatrick Tyler is responsible for leading government and community relations in the cities where UA operates. He is also the senior staff person overseeing UA's operations in southern California. He has worked for both nonprofit and government agencies throughout the United States. Mr. Tyler played a key role in the Los Angeles Homeless Services Authority. Immediately before joining UA, Mr. Tyler worked for Los Angeles Mayor Eric Garcetti, managing community relations in south Los Angeles, which includes the Skid Row neighborhood; he also served as a senior policy advisor on homelessness.

If applicable, provide information about your experience working with government organizations.

UA has extensive experience contracting with government organizations on the provision of services. We have experience with design, operations, reporting, and evaluation. We strive to serve guests according to our operating philosophy while meeting the needs of the agencies that fund us. While we always put our guests first, we are very skilled at balancing the needs of all constituents in the communities we serve.

UA currently has 28 cost-reimbursement contracts that total \$61 million. The contracts are in four different cities with 9 different government agencies. The annual contract amounts range from \$350,000 to \$18,000,000 and the average is \$2.1 million. The following is a description of one of these contracts for illustrative purposes. UA has a contract with the LA Homeless Services Agency (LAHSA) for \$1,485,550 per year to operate a small, tiny home village for PEH. The units are 64-100 square feet and provide temporary housing for one to two individuals per unit. The term of our current contract is from July 1, 2021 – June 30, 2023. The contract requires that UA operates the site as a 24-hour low-barrier, safe, and supportive shelter, providing comprehensive services which include residential supervision, crisis intervention, security, three meals, hygiene services, connections to county services, and care coordination. UA is required to track and report on each program component in LAHSA's Salesforce-based reporting system. In addition, we are required to enter client data in the county's HMIS. UA met all deliverables in FY22 and was found in compliance with our contract by LAHSA.

Provide a list of trainings, or certifications required by your agency.

UA does not require any certifications, but we do require that staff attend site-specific training depending on where they are assigned. In addition, all staff must attend the UA Academy before working in the field. UA Academy begins with approximately 40 hours of classroom instruction in the areas of emotional intelligence, trauma informed care, motivational interviewing, effective communication, de-escalation, advanced de-escalation, harm reduction, self-care and wellness, safety, CPR, first aid, and use of naloxone. Practitioners are then trained on UA's policies and procedures, including an understanding of how to connect people to social services. Practitioners also receive approximately 40 hours of on-the-job training over a 30-day period, where they are monitored, guided, and given feedback in real time.

PARTNERSHIPS & COLLABORATIONS

Describe how the agency will collaborate with other local agencies to ensure competent service delivery. Since our formation, UA has demonstrated successful collaboration with state, county, and local government as well as PEH, CoCs, service providers, advocacy organizations, faith-based organizations, businesses, business improvement districts, residents, and neighborhood organizations. For example, our cleaning and hygiene services are done in partnership with both public works, nonprofits, and business improvement districts teams. All UA shelters include partnerships with public and private service providers who work with us to meet our guests' health care, service, and other needs.

One of our most complex partnerships is the CIRCLE (Critical Incident Response, Community Led Engagement) Program in Los Angeles. CIRCLE provides an alternative response to non-emergency 911 calls involving PEH in the Hollywood and Venice neighborhoods on a 24/7 basis. CIRCLE teams deploy out of and operate

“decompression centers” that have services for PEH who want a respite from the street. CIRCLE teams are not armed, nor do they provide any law enforcement duties. This collaboration requires input and cooperation from the Mayor's Office, City Council Members, law enforcement, the Los Angeles County Department of Public Health, shelter operators, the CoC, and other service providers. We are also working with a company that has donated the dispatch technology. UA was selected to lead this high-profile pilot program in-part due to our ability to bring groups together. It has recently been expanded to include four additional neighborhoods.

Name the partners with which your agency intends to collaborate, the purpose for these collaborations, current relationship with this agency or how you intend to develop this relationship.

Since UA is new to the Portland community, developing partnerships will be a top priority. We have already begun to build relationships with the re-entry community for the purpose of recruiting staff. Prior to beginning operations, UA will work with the key partners to develop formal (MOUs) or informal relationships to ensure that our guests will be able to quickly access the available services they are interested in, including food, alternative shelter, addiction services, medical assistance, legal services, and interventions to help people exit homelessness. We will also attend the regular meetings established by the City of Portland, Multnomah County, the Joint Office of Homelessness, and community associations, and service providers. UA will actively and continuously seek new partners that can assist our guests, including faith-based and volunteer-driven organizations. We will develop relationships with service providers that can help facilitate SOAR and other benefit applications. We will also work with organizations that can assist with Diversion and housing placements.

UA has already met with: City of Portland, Here Together, Northwest Pilot Project, Central City Concern, JOIN,

Transition Project, Multnomah County Sherriff, Multnomah County Department of Community Justice, Joint Office of Homelessness, elected officials, and other stakeholders. We have also been in the community, meeting many PEH and learning from their experiences.

Detail the intended client outcomes from working with the partner agencies.

The goal of our work and our partnerships is to help our guests exit homelessness. This will start with meeting their immediate needs related to benefits, health, safety, access to food, etc. We will also seek to help guests find employment and access benefits that may help them exit homelessness on their own. We will then focus on programs such as Diversion, RRH and PSH. Ultimately, our guests' exiting homelessness is the most important outcome and we know that partnering with other agencies will be key.

Provide a plan for how you will ensure confidentiality when sharing pertinent client information with partners. No information will be shared without guests signing a release of information. Anything that is shared with partner agencies will follow HIPAA standards in terms of what and how we share information about our guests. Furthermore, we will only share information when it will support our guests' goals. Following these standards will ensure confidentiality when sharing client information.

BUDGET

Provide a detailed budget sheet that includes hourly rates and total cost for staffing, administration, client support, outside contractors and others.

The detailed budget for two sites (150 and 75 guests) is attached as a separate PDF file; it includes staffing, administrative, and client costs (there are no outside contractors). Below is a summary.

Expenditures	Guests	150	75
Salaries & Benefits		\$4,287,724	\$2,199,820
Operating Expense		\$380,290	\$190,070
Subtotal		\$4,668,014	\$2,389,890
Indirect Percentage		10%	10%
Indirect Cost		\$466,801	\$238,989
Total Annual Expenditures		\$5,134,815	\$2,628,879
Capital & Start-Up Expenditure		\$412,810	\$210,818
Total Expenditures (year one)		\$5,547,626	\$2,839,697

Please note that operating costs are based on a per guest or a per FTE allocation rate. The indirect rate is based on the maximum allowed by ARPA. The attached budget does not include the cost of meals, utilities, or other expenses to be covered by the city as outlined in the RFP. However, the budget does include expected start-up costs. Please note that UA will also need an annual advance of approximately 15% of operating costs prior to the opening of a site.

Build a monthly cost model to operate a shelter from 1 to 150 clients, including all services to be provided, the hourly rate for each staff role, an estimated number of monthly hours for each staff role, and all other associated program and overhead costs.

The attached PDF file includes budgets for a 100 tent, 150 guest safe camping area and a 50 unit, 75 guest tiny home village; it includes the staffing, program costs and overhead costs for the services outlined in this proposal. Salary details are shown in the budget and the staffing pattern is described previously. Hourly rates and monthly hours worked are as follows:

	Guests	150	75
Title	Hourly Rate	Monthly Hours Worked	Monthly Hours Worked
Project Director	\$38.46	173.35	173.50
Deputy Director	\$33.65	173.35	173.50
Guest Services Manager	\$31.25	173.35	0.00
Guest Services Supervisor Day/Swing Shift	\$26.50	520.50	520.50
Guest Services Supervisor Night Shift	\$27.50	260.25	260.25
Guest Services Practitioners Day/Swing Shift	\$21.00	4164.00	2082.00
Guest Services Practitioners Night Shift	\$22.00	2082.00	1041.00
Outreach Practitioners	\$21.00	1041.00	0.00
Care Coordination Manager	\$32.69	173.50	173.50
Care Coordination Practitioners	\$28.00	1214.50	520.50
Director of Operations	\$48.08	116.25	57.26
Data and Compliance Specialist	\$38.46	116.25	57.26
Business Manager	\$33.65	116.25	57.26
Human Resources Generalist	\$33.65	116.25	57.26
Accounts Payable Clerk	\$33.65	116.25	57.26
	Monthly Hours	10557	5231
	FTE	60.85	30.15

The monthly expenses for the tent site are \$427,901 (\$94/person/night) and the monthly expenses for the tiny home village are \$219,073 (\$96/person/night); this does not include start-up costs.

Provide a description of your financial management system.

UA has a budget of nearly \$65 million, with approximately 90% of our funding coming from cost-reimbursement contracts. As such, we are very experienced with managing cash flow in this environment. Our current net assets are nearly \$6 million, and we have over \$3 million in cash. In addition, UA has a \$4 million line of credit with Signature Bank.

The board commissions an audit each year and oversees the process through the board's audit committee. UA also has detailed GAAP compliant financial policies and procedures that are approved and monitored by our board of directors' finance committee. The following is a list of the specific policies we have in place to ensure proper accounting and management of grant funds: Division of Responsibilities; Chart of Accounts and General Ledger; Cash Receipts; Bill Payment; Expense Allocations; Credit Card Policy; Accruals; Bank Account

Reconciliations; Property & Equipment; Personnel Records; Payroll Processing; End of Month and Fiscal Year-End Close; Financial Reports; Fiscal Policy Statements; Document Retention and Destruction; and IT Security.

UA has a payroll of over \$4 million and spends approximately \$1.3 million in non-personnel costs each month; our systems are sophisticated enough to manage this high volume of transactions. We currently use Intaact as our main accounting system. We also use Paycom for payroll, Bill.com for managing AP, and DIVVY as a credit card system. Salesforce is used for contract management and fundraising. We also use 5 different billing systems required by our funders. These systems are all integrated with Intaact for efficiency and accuracy. UA's CFO (bio provided previously) oversees approximately 15 UA and outsourced staff to manage these systems.

Describe any additional resources that will be leveraged to sustain and support the proposed program/service. UA has small grants from Google.org and REDF to facilitate our growth. Some of these funds have and will continue to be used to support our expansion to the area. At this time, we have not identified other resources that will be leveraged to support and sustain the project. However, once we move to the area UA will begin seeking local and regional support from the philanthropic community.



A PDF version of the budget is attached as pages 17-20 of this proposal

Urban Alchemy Budget: RFP 2028

SUMMARY

Document Date	1/12/23			Total Guests	
Contract Term	Begin Date	End Date	Months	150	75
Current Term	4/1/23	3/31/24	12	Total FTE	
Organization	Urban Alchemy			60.85	30.15
Program	RFP 2028				
Expenditures				Tent Site (150 people)	Tiny Home Site (75 people)
				4/1/23-3/31/24	4/1/23-3/31/24
Salaries & Benefits				\$ 4,287,724	\$ 2,199,820
Operating Expense				\$ 380,290	\$ 190,070
Subtotal				\$ 4,668,014	\$ 2,389,890
Indirect Percentage (per ARPA regulations)				10%	10%
Indirect Cost (subtotal x indirect percentage)				\$ 466,801	\$ 238,989
Total Annual Expenditures				\$ 5,134,815	\$ 2,628,879
Capital & Start-Up Expenditure (Urban Alchemy costs - one time only)				\$ 412,810	\$ 210,818

Total Expenditures (year one)	\$ 5,547,626	\$ 2,839,697
<u>Revenues (select)</u>		
City of Portland	\$ 5,547,626	\$ 2,839,697
Total Revenues	\$ 5,547,626	\$ 2,839,697

Cost Per Person Per Night* \$ 94 \$ 96

*does not include start-up costs or capital investments

SALARY & BENEFIT DETAIL

Document Date	1/12/23									
Organization	Urban Alchemy									
Program	RFP 2028									
POSITION TITLE	Tent Site (150 people)					Tiny Home Site (75 people)				
	Agency Totals		4/1/23-3/31/24			Agency Totals		4/1/23-3/31/24		
	Annual Salary (2080 hrs./year)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Salary (2080 hrs./year)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary
Project Director	\$80,000	1.00	100%	1.00	\$ 80,000				0.00	\$ -
Deputy Director	\$70,000	1.00	100%	1.00	\$ 70,000				0.00	\$ -
Guest Services Manager	\$65,000	1.00	100%	1.00	\$ 65,000				0.00	\$ -
Day Shift Guest Services Supervisor (1 per shift)*	\$55,120	1.50	100%	1.50	\$ 82,680				0.00	\$ -
Swing Shift Guest Services Supervisor (1 per shift)*	\$55,120	1.50	100%	1.50	\$ 82,680				0.00	\$ -
Night Shift Guest Services Supervisor (1 per shift)*	\$57,200	1.50	100%	1.50	\$ 85,800				0.00	\$ -
Guest Services Practitioners - Day Shift (8/shift)*	\$43,680	12.00	100%	12.00	\$ 524,160				0.00	\$ -
Guest Services Practitioners Swing Shift (8/shift)*	\$43,680	12.00	100%	12.00	\$ 524,160				0.00	\$ -
Guest Services Practitioners Night Shift (8/shift)*	\$45,760	12.00	100%	12.00	\$ 549,120				0.00	\$ -
Outreach Practitioners (2 during day and swing)*	\$43,680	6.00	100%	6.00	\$ 262,080				0.00	\$ -
Care Coordination Manager	\$68,000	1.00	100%	1.00	\$ 68,000				0.00	\$ -
Care Coordination Practitioners (7/site)	\$58,240	7.00	100%	7.00	\$ 407,680				0.00	\$ -

Project Director				0.00	\$	\$80,000	1.00	100%	1.00	\$	80,000	
Deputy Director				0.00	\$	\$70,000	1.00	100%	1.00	\$	70,000	
Day Shift Guest Services Supervisor (1 per shift)*				0.00	\$	\$55,120	1.50	100%	1.50	\$	82,680	
Swing Shift Guest Services Supervisor (1 per shift)*				0.00	\$	\$55,120	1.50	100%	1.50	\$	82,680	
Night Shift Guest Services Supervisor (1 per shift)*				0.00	\$	\$57,200	1.50	100%	1.50	\$	85,800	
Guest Services Practitioners - Day Shift (4/shift)*				0.00	\$	\$43,680	6.00	100%	6.00	\$	262,080	
Guest Services Practitioners Swing Shift (4/shift)*				0.00	\$	\$43,680	6.00	100%	6.00	\$	262,080	
Guest Services Practitioners Night Shift (4/shift)*				0.00	\$	\$45,760	6.00	100%	6.00	\$	274,560	
Care Coordination Manager				0.00	\$	\$68,000	1.00	100%	1.00	\$	68,000	
Care Coordination Practitioners (3/site)				0.00	\$	\$58,240	3.00	100%	3.00	\$	174,720	
Director of Operations	\$100,000	1.00	67%	0.67	\$	67,000	\$100,000	1.00	33%	0.33	\$	33,000
Data and Compliance Specialist	\$80,000	1.00	67%	0.67	\$	53,600	\$80,000	1.00	33%	0.33	\$	26,400
Business Manager	\$70,000	1.00	67%	0.67	\$	46,900	\$70,000	1.00	33%	0.33	\$	23,100
Human Resources Generalist	\$70,000	1.00	67%	0.67	\$	46,900	\$70,000	1.00	33%	0.33	\$	23,100
Accounts Payable Clerk	\$70,000	1.00	67%	0.67	\$	46,900	\$70,000	1.00	33%	0.33	\$	23,100
				0.00	\$					0.00	\$	-
					TOTAL SALARIES	\$ 3,062,660					TOTAL SALARIES	\$ 1,571,300
					TOTAL FTE	60.85					TOTAL FTE	30.15
					FRINGE BENEFIT						FRINGE BENEFIT	
					RA	40.00%					RA	40.00%
					EMPLOYEE 1 BENEFIT	\$ 1,225,064					EMPLOYEE 1 BENEFIT	\$ 628,520
					TOTAL SALARY BENEFIT	\$ 4,287,724					TOTAL SALARY BENEFIT	\$ 2,199,820
					vacancy						vacancy	


**OPERATING DETAIL
CAPITAL & START-UP DETAIL**

Document Date	1/12/23
Organization	Urban Alchemy

Program	RFP 2028	
	Tent Site (150 people)	Tiny Home Site (75 people)
	4/1/23-3/31/24	4/1/23-3/31/24
Operating Expenses		
Office Supplies, Postage	\$ 8,700	\$ 4,350
Building Maintenance Supplies and Repair	\$ 30,000	\$ 15,000
Printing and Reproduction	\$ 3,000	\$ 1,500
Staff Travel-(Local & Out of Town)	\$ 7,540	\$ 3,770
Small Equipment (computers, office furniture, copier)	\$ 17,400	\$ 8,700
Cleaning/Janitorial Supplies	\$ 18,000	\$ 9,000
Cable/Internet/Phone	\$ 18,000	\$ 9,000
Fire/Security	\$ 6,000	\$ 3,000
Towels and Laundry	\$ 30,000	\$ 15,000
Kitchen Supplies	\$ 4,500	\$ 2,250
Translation Services	\$ 1,500	\$ 750
Uniforms	\$ 14,500	\$ 7,250
Communications (phones and radios)	\$ 11,600	\$ 5,800
Program Supplies	\$ 30,000	\$ 15,000
Pest Control (primarily for rodents)	\$ 18,000	\$ 9,000
HMIS Licenses/Software	\$ 18,000	\$ 9,000
Direct Client Assistance	\$ 45,000	\$ 22,500
General Housing Assistance	\$ 40,500	\$ 20,250
Guest Tents/Supplies	\$ 30,000	\$ 15,000
Vehicle Lease	\$ 12,000	\$ 6,000
Vehicle Gas	\$ 4,800	\$ 2,400
Vehicle Maintenance	\$ 1,200	\$ 600
Insurance	\$ 10,050	\$ 4,950
TOTAL OPERATING EXPENSES	\$ 380,290	\$ 190,070

**Exhibit D
Sample Forms**

Exhibit D-1: CHANGE ORDER

	BUREAU NAME	LOGO

CHANGE ORDER

Contractor		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through **(DATE)** or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. **For example, changes to the Statement of Work, Deliverables and/or the Acceptance.**
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. **For example, price changes that show the original price and the modified price.**

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND

CONTRACTOR

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name

City Project Manager
Title

Title

Exhibit E, Federal Requirements and Certifications

A. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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. The 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The 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.

(5) The 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 his 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.

(6) In the event of the 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Portland shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower

tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Oregon Office of Emergency Management and understands and agrees that the Oregon Office of Emergency Management will, in turn, report each violation as required to ensure notification to the City of Portland, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the Oregon Office of Emergency Management and understands and agrees that the Oregon Office of Emergency Management will, in turn, report each violation as required to ensure notification to the City of Portland, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Portland. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Oregon Office of Emergency Management and the City of Portland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned 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 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

H. Procurement of Recovered Materials.

(1) In the performance of this contract, the 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 the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

I. Access to Records.

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Oregon Office of Emergency Management, the City of Portland, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

K. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.