

REQUEST FOR PROPOSAL

RFP#: CED 2021-8

Consulting Services for the Oregon GRO Program, Community Coach

CLOSE DATE: July 30, 2021

DESCRIPTION: Professional services – GRO Program Community Coach

CONTACT: Janel Ruehl

PHONE: (503) 740.8625

EMAIL: jruehl@coic.org

LOCATION: The solicitation document may be reviewed at <https://www.coic.org/open-procurements/>

THIS IS A FORMAL PROCUREMENT.

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

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

RFP CONTENTS

PROCUREMENT DOCUMENT:

Request for Proposal and Instructions to Proposers

- a. Proposal Preparation
- b. Proposal Evaluation and Award

Attachments: *The following attachments are hereby incorporated by reference:*

- Exhibit A – Project Scope of Services
- Exhibit B – Sample Professional Service Contract

INSTRUCTIONS TO PROPOSERS

A. PROPOSAL PREPARATION AND SUBMISSION:

1. **GENERAL INFORMATION:** The Central Oregon Intergovernmental Council (COIC) is seeking proposals from qualified firms or individuals to provide Community Coaching services. The Community Coach(es) will work one-on-one with four to six rural community teams to implement an entrepreneurial ecosystem building project, the Oregon GRO program, for up to 3 years, with a potential 2-year extension to 5 total years. The Community Coach(es) will receive comprehensive training in the GRO Framework. At this time, four communities have been accepted into the first GRO cohort, they are: John Day, Klamath Falls, Independence, and Florence, Oregon. Two additional communities may be added to the GRO cohort at a later date.
2. **PROPOSAL FORMAT:** **Proposals shall be submitted to COIC in electronic format via email to jruehl@coic.org.**

Inquiries shall be directed to COIC by phone (503) 740-8625 or e-mail: jruehl@coic.org

Faxed submissions will NOT be accepted.

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

3. **SOLICITATION SCHEDULE:** Following is a proposed schedule for the proposal and contractor selection process.
 - Request for Proposals Advertised Beginning: June 30, 2021
 - Deadline for Request for Clarification: July 9, 2021
 - Answers to Questions and Requests: July 16, 2021
 - Proposal Submittal Deadline: July 30, 2021
 - Staff Review/Proposal Scoring: week of August 2, 2021
 - Estimated Posting- Notice of Intent to Award: August 9, 2021
 - Negotiation/Development of Final Scope of Work: by August 30, 2021
 - Estimated Contract Start Date: September 1, 2021
4. **ESTIMATED POTENTIAL VALUE:** COIC has secured up to \$150,000/year for three years to support the work of the Consulting Scope of Services described in this RFP. The maximum potential value of contracted services and proposed budgeted items resulting from this procurement for Consulting Services is not anticipated to exceed \$450,000 over the three-year project period. The original funding source for payments of any contract resulting from this RFP is The Ford Family Foundation.
5. **PROPOSAL SUBMISSION:** All electronic responses to this Request for Proposals shall be delivered via email to Janel Ruehl, COIC Program Administrator, at jruehl@coic.org by 2:00pm PST July 30, 2021.

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

6. **ACCEPTANCE OF PROPOSALS:** COIC reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. COIC reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract will be awarded to any firm or individual responding to this RFP.

7. **PROPOSAL FORMAT:** Proposals for this project should include a narrative that conveys your understanding of the project's purpose and goals, including the Scope of Services, and how you will meet these goals. The description should demonstrate your qualifications, capabilities, approach, and problem-solving abilities to accomplish this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications and areas of responsibility.

The Proposal shall contain at minimum the following information:

Consultant Profile and Qualifications - Provide a summary profile of your qualifications, including:

- Business name, address, contact information, and the name of the primary contact in reference to this proposal;
- Information about your business, including: the year founded and form of organization (sole proprietorship, LLC, etc.), types of services provided, and types of contracts previously completed;
- Any relevant professional accreditations; and
- Provide a resume(s) with a description of educational background, relevant work history and level of experience for all individuals performing professional work under the scope of services.

- b) **Relevant Experience** – Demonstrate your level of experience with the following:

Required:

- Demonstrate your understanding of and experience managing projects with defined contractual obligations and deliverables;
- Providing technical assistance to communities for grassroots community and economic development efforts;
- Ability and experience serving as a community guide and mentor;
- Ability and experience serving as a resource networker that can connect communities with relevant service providers to meet community goals and needs; and
- Ability and experience serving as a community capacity builder.

Additional Desired Experience:

- Demonstrated experience, a deep understanding, and commitment to working in rural communities;
- Demonstrated ability and experience reaching and collaboratively engaging diverse members of a community;
- Demonstrated ability and experience in dialogue facilitation and creating shared understanding between diverse interests and groups;
- Demonstrated experience working on entrepreneurship programs, and/or ecosystem-building initiatives;
- Demonstrated experience developing and sustaining trusting relationships with community leaders, project champions, and other key community stakeholders;
- Demonstrated experience serving as a bridge between local community organizations and project managers; and
- Demonstrated experience facilitating/leading community groups through an established training or framework.

- (c) **Statement of Work** – Provide a summary of how the Proposer will meet the responsibilities as outlined in Exhibit A – Scope of Services. Please note that the Community Coaching functions can be delivered using whichever staffing approach is appropriate for the Proposer, including by one staff member or shared across multiple individuals. Please note that the communities to be served are located throughout Oregon, and therefore having more than one person located in different parts of the state might be an efficient model, but this is not required.

- (d) **Fee Estimate** – Include a price proposal for the work as described in the statement of work. The fee estimate will not be solely used to select the Proposer. COIC will seek the services of the most qualified Proposer for this project.
- Describe all estimated fees, including time, materials, and related expenses that may be associated with the duties and obligations under this proposal;
 - Include the hourly rate for all personnel that will be working on the project.
 - *Note: We are working with an estimate of approximately \$20,000/year in travel expenses. Please use this figure in your Fee Estimate in the Proposal. The final travel budget will be negotiated during the contracting process.
- (e) **Reference Page** – Include at least three (3) but no more than five (5) references. COIC reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.
- (f) **Signature Page** – All proposals shall be signed and dated prior to submission deadline.

8. REQUESTS FOR CLARIFICATION OF RFP PROVISIONS OR SPECIFICATIONS; CHANGES OR MODIFICATIONS; PROTESTS: The appropriate means of seeking clarification of RFP provisions or specifications is through the submittal of a request for clarification. Any Proposal that takes exception to the specifications or contractual terms of the Solicitation may be deemed non-responsive and may be rejected.

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

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

8.3 Protests of contract award are allowed pursuant to Oregon Revised Statute ORS 279B.410 and conducted pursuant to COIC’s Protest Procedures, as found on COIC’s Procurement page of www.coic.org. An adversely affected Proposer may submit a written protest of the intent to award to the RFP contact as required by the procedure, after issuance of the notice of intent to award a contract. Protests received after this time will not be considered. <https://www.coic.org/open-procurements/>

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

9. CHANGES IN SOLICITATION SPECIFICATIONS, REQUIREMENTS OR TERMS: All specific service components, requirements and criteria are defined in this Solicitation. COIC reserves the right to

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

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

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

11. PROPOSAL WITHDRAWAL: A Proposal may be withdrawn in writing on Proposer's letterhead signed by an authorized representative and received by COIC prior to the time and date set for Solicitation closing. A Proposal may also be withdrawn in person before the time and date set for Solicitation closing upon presentation of appropriate identification.

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

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

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

15. COST OF PREPARING AND SUBMITTING PROPOSALS: All costs incurred in preparing and

submitting a Proposal shall be the responsibility of the Proposer and will not be reimbursed by COIC.

16. **CONTRACT TERMS AND CONDITIONS:** By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Contracts attached as Exhibit B.
17. **USE OF RECYCLED MATERIALS:** Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
18. **SOLE PROPRIETORS:** If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. COIC's contract will remain with the initial contracting party and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

B. PROPOSAL EVALUATION AND AWARD:

1. **MINIMUM REQUIREMENTS:** Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.
2. **EXCEPTIONS:** Any deviation from proposal specifications, terms and conditions may result in proposal rejection.
3. **MINIMUM REQUIRED PROPOSER QUALIFICATIONS:** Proposers must meet the following minimum qualifications in order to be considered for any contract award resulting from this Solicitation. Proposers must possess the following qualifications, abilities and experience; must be able to individually apply them in performing the required services; and Proposals must demonstrate the Proposer's possession of each attribute.
 - Ability and willingness to learn the GRO Framework;
 - Ability and willingness to support community story capture and program evaluation;
 - Demonstrated ability and experience serving as a community guide and mentor, preferably in a rural setting;
 - Demonstrated ability and experience serving as a resource networker that can connect communities with relevant service providers to meet community goals and needs;
 - Demonstrated ability and experience serving as a community capacity builder.

In addition, the following are desired qualifications:

- Demonstrated ability and experience reaching and collaboratively engaging diverse members of a community;
- Demonstrated ability and experience in dialogue facilitation and creating shared understanding between diverse interests and groups.

4. **EVALUATION CRITERIA:** The following Evaluation Factors will be used to evaluate proposals submitted:

- a) Proposer Qualifications (25 points)
 - Degree to which proposer meets the required and desired qualifications
- b) Related Experience (25 Points)
 - Prior experience with projects similar in scope and size
 - Relevance of experience to this project's scope of services

- c) Scope of Work Proposal (30 points)
 - Completeness of proposal
 - Demonstration of understanding of the work to be performed
 - Soundness of the approach to completing the scope of services
- d) Reasonableness of Cost and Price (20 points)
 - Reasonableness of the individual fixed price and/or competitiveness of quoted fixed prices with other proposals received
 - Benefit and value provided for the cost

5. EVALUATION PROCESS: An evaluation committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include, but not be limited to, representatives from COIC and the Ford Family Foundation.

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

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

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

6. INVESTIGATION OF REFERENCES: COIC reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COIC may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.
7. CLARIFICATION AND NEGOTIATION: COIC reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.
8. NOTICE OF INTENT TO AWARD: COIC will provide a Notice of Intent to Award at least seven (7) days prior to the formal proposal award by written notice emailed to all proposers. This shall serve as a notice to all proposers of COIC's intent to make the award to the most responsive proposer.
9. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requestor's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please contact Janel Ruehl at jruehl@coic.org to make an appointment.
10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, COIC generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will COIC generally investigate the references or qualifications of those who submit such proposal responses.

Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by COIC that a response was complete, sufficient, or lawful in any respect.

11. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposals, together with copies of all documents pertaining to the award of a contract, shall be kept by COIC and made a part of a file or record which shall be open to public inspection.
12. COMMENCEMENT OF WORK: Contractor shall commence no work under the contract to be awarded until all certificates of insurance, as required in Exhibit B, Standard Terms and Conditions for Professional Services Contracts, have been provided; a contract has been executed; and a Notice to Proceed has been issued by COIC.
13. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.
14. CONTRACTOR'S RESPONSIBILITIES: The Contractor will be responsible solely to COIC for the scope of work of the contract to be awarded as outlined in Exhibit A, Scope of Services.
15. PAYMENT FOR CONTRACTOR'S SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Contractor shall not exceed, and COIC shall not pay any amount in excess of the pricing amounts established. The Contractor will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Statement of Work schedule.

EXHIBIT A
Exhibit A – Scope of Services

Oregon GRO Program, Community Coach Scope of Services

1. Background

The Oregon GRO Program is an entrepreneurial ecosystem building approach to rural economic development. Research has shown the importance of entrepreneurship for sustained economic growth and improved wellbeing. Entrepreneurs of all kinds – social, civic, and business – are foundational to sustained community vitality and prosperity. Rural communities must continue to innovate, compete, and work to survive and thrive. And economic development work never ends - our world is dynamic and ever-changing, requiring our continuous engagement in community economic development work.

An entrepreneurial ecosystem is a community-based system that allows for the fast flow of talent, information, and resources that supports entrepreneurs at each stage of their business and personal growth. A culture of trust and collaboration allows entrepreneurs to access the supports and resources they need and successfully interact with the overall entrepreneurial ecosystem - state and local agencies, other businesses, networks, etc. The ecosystem's whole is greater than the sum of its parts. This approach supports residents to sustainably mobilize and build assets to improve their quality of life. It is a more balanced approach than traditional economic development, using connections between local institutions and residents to identify community priorities, opportunities, and issues.

The Ford Family Foundation realizes the importance of supporting entrepreneurial development as an economic development strategy with the goal of increasing rural prosperity and resiliency. The Ford Family Foundation has partnered with COIC and Entrepreneurial Ecosystems (e2) to launch the Oregon GRO program, which is based on the e2 framework and has a proven track record of accelerating entrepreneurial activity in rural communities. Under the GRO program, selected communities will undergo an intensive journey to jumpstart their entrepreneurial behavior and ultimately grow prosperity in the form of leadership, stronger and new organizations, increased tax base and personal wealth. This work goes beyond a focus on entrepreneurs and business owners themselves and engages the broader community in strengthening and growing its entrepreneurial ecosystem.

2. Partner Roles & Responsibilities

There are four key partner organizations involved in the overall development and implementation of the Oregon GRO program. Together, these partners serve as the GRO core team:

- Ford Family Foundation and Its Funding Partners
- COIC
- e2 and NetWork Kansas
- Program and Policy Insights (PPI)

1) **The Ford Family Foundation** and its funding partners have the following primary roles:

- Funder
- Select and Provide Oversight for the Host Organization (COIC)
- Select Partner Communities and execute grants for the Local Coordinator and volunteer/convenor functions for each selected community.
- Provide oversight for the Evaluation Team

2) **The Central Oregon Intergovernmental Council (COIC)** is the overall project manager, or “host organization” for the Oregon GRO program. COIC is responsible for:

- RFP development, procurement, and contract management for the Community Coach(es)
- Fiscal Management
- Develop and Support Positive Community Partner Relations
- Support Story Capture

- Support Evaluation Team
- 3) **e2 and Network Kansas** developed the original GRO framework, in collaboration with Ford Family Foundation, and will remain involved with the GRO program by:
- General Advising
 - Host Organization and Community Coach Training and Mentoring
 - Provision of Analytics
 - Provision of e2 Resources
- 4) **Program and Policy Insight (PPI)**, has been retained by TFFF to work with the Core Team and the selected communities to develop and implement GRO program metrics, performance evaluation, and story capture.

3. Community Coach Objectives, Roles and Responsibilities

The Community Coach plays a vital role in the GRO Framework, serving as a community guide and moderator, resource networker and capacity builder to each of the 4-6 participating communities, and championing the GRO Framework. The Community Coach works closely with the Local Coordinator, Community Champions and other local partners within each community to implement the GRO framework; with the GRO Core Team; and with the PPI Program Evaluation team to collect community stories and data to support evidence of achievement of the outcome objectives. COIC is responsible for managing the Community Coach contract, with the advisement of the rest of the Core Team.

Outcome Objectives:

- Work with each community to develop a GRO champions group that owns and leads their community's program.
- Guide the community through the GRO framework and process resulting in an entrepreneurial ecosystem program.
- Grow a deep and trusting relationship between the host organization and the partner community.
- Empower a smart and sustainable GRO program in the community.
- Empower community economic development through entrepreneur-focused development.

Roles and Responsibilities:

- Develop and sustain a trusting relationship with community champions and stakeholders.
- Facilitate the community through the GRO framework and process and ensure broad community engagement.
- Serve as the bridge between the host organization and the partnering community.
- Develop a resource network and lead a community champions.
- Network the community to appropriate and real-time resources.

4. Training

The selected Contractor for the Community Coach will receive comprehensive training on the GRO Framework from e2 throughout the contract period, as well as training in The Ford Family Foundation's Community Building Approach, to ensure they have the tools and resources to be successful. In addition, coaches will have access to ongoing training, advising, and technical assistance from e2 throughout the contract period.

5. Travel & Service Area

The Community Coach(es) will serve up to 6 communities located throughout the state of Oregon. The Community Coach is expected to travel in person to each community (John Day, Klamath Falls, Florence, and Independence) approximately every 3 weeks. An additional 2 communities may be added to the GRO cohort at a later date. All work between travel will be completed remotely. The selected Contractor must have access to reliable personal transportation. Travel will be reimbursed at the federal mileage rate, currently \$0.56 per mile. Note the estimated travel budget in the fee estimate section: A, 7(d).

6. Estimated Time Commitment

Time commitments can vary widely based on the use of virtual technology, travel times, and the ability of participating communities to stand up and assume ownership of their GRO work. The following estimates “average” time commitments based on the year and phasing of the GRO framework.

Summary Hours Estimate: COIC estimates that a Community Coach serving all four communities of John Day, Klamath Falls, Independence, and Florence should expect to work an average of 32-40 hours per week in Year 1, 20-30 hours per week in Year 2, and 20-25 hours per week in Year 3. Details of activities and a low-high estimate of associated hours are provided in the following table.

Year 1			
<i>Month</i>	<i>Activities</i>	<i>Low End Hours Estimate</i>	<i>High End Hours Estimate</i>
September	Start Up - Community Organizing	80	100
October	Community Organizing & Assessment	120	150
November	Assessment & Initial Strategy Development	120	150
December	Planning for 2022 & Intentional Break for the Holidays	40	60
January	Resource Ecosystem Mapping & Go to Resource Engagement	80	100
February	Go to Resource Engagement	120	150
March	Restarting - Talent Targeting & Outreach	120	150
April	Talent Targeting & Outreach	120	150
May	Early Working with Entrepreneurs	100	120
June	Early Working with Entrepreneurs, Networking to Assistance & Portfolio Dev.	100	120
July	Early Working with Entrepreneurs, Networking to Assistance & Portfolio Dev.	100	120
August	Early Working with Entrepreneurs, Networking to Assistance & Portfolio Dev.	100	120
Training & Development (12 month average)	20% of Year 1 hours- Training, Mentoring, Meetings, Gatherings, etc.	240	298
Contingency	10% of Year 1 Subtotal	120	149
Subtotal Year 1:		1,560	1,937
Year 2			
12 month average	Working with Entrepreneurs, Networking to Assistance, Portfolio Development, Ecosystem Development & Sustainability	1,092	1,356
Year 3			
12 month average	Story and Impact Capture Support	936	1,162

EXHIBIT B

Exhibit B – COIC Professional Services Agreement

[See *attached.*]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”), and << >>., a <<entity type>> is entered into this <<day>> of <<month>>, 20<<y>> and made effective <<date>> (the “Effective Date”).

RECITAL:

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

AGREEMENT:

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

1. CONTRACTOR SERVICES

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

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

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

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

2. COMPENSATION

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

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

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

3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of COIC. Contractor is not an

employee of COIC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

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

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

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

3.5 Statewide Transportation Improvement Funds. Intentionally left blank.

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

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

4. REPRESENTATIONS AND WARRANTIES

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

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

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

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

5. COVENANTS OF CONTRACTOR

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

as follows:

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

5.2 Insurance. Contractor will refer to Exhibit A, attached and incorporated herein, for insurance specifications.

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

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

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

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

Neither Contractor, nor subcontractor(s), nor any attorney engaged by Contractor or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any party is prohibited from defending State or that any party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense.

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

Contractor will be liable to COIC for all losses arising there from, including, without limitation, costs, expenses, and attorney fees.

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

6. WARRANTY

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

7. INTELLECTUAL PROPERTY

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

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

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

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

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

8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of COIC, (ii) disclose Confidential Information on a need-to-

know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies COIC of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives" means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

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

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

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

9. TERMINATION

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

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related

to Contractor's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services due to Contractor's breach of its obligations under this Agreement; and/or (iv) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

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

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

10. MISCELLANEOUS

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

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

To COIC:
Central Oregon Intergovernmental Council
Attn: <<Name>>
<<Address>>
Bend, Oregon <<Zip>>
Facsimile No.: <<Fax>>
contracts@coic.org

To Contractor:

Facsimile No.:
<<email>>

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

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or

agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

COIC:
Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

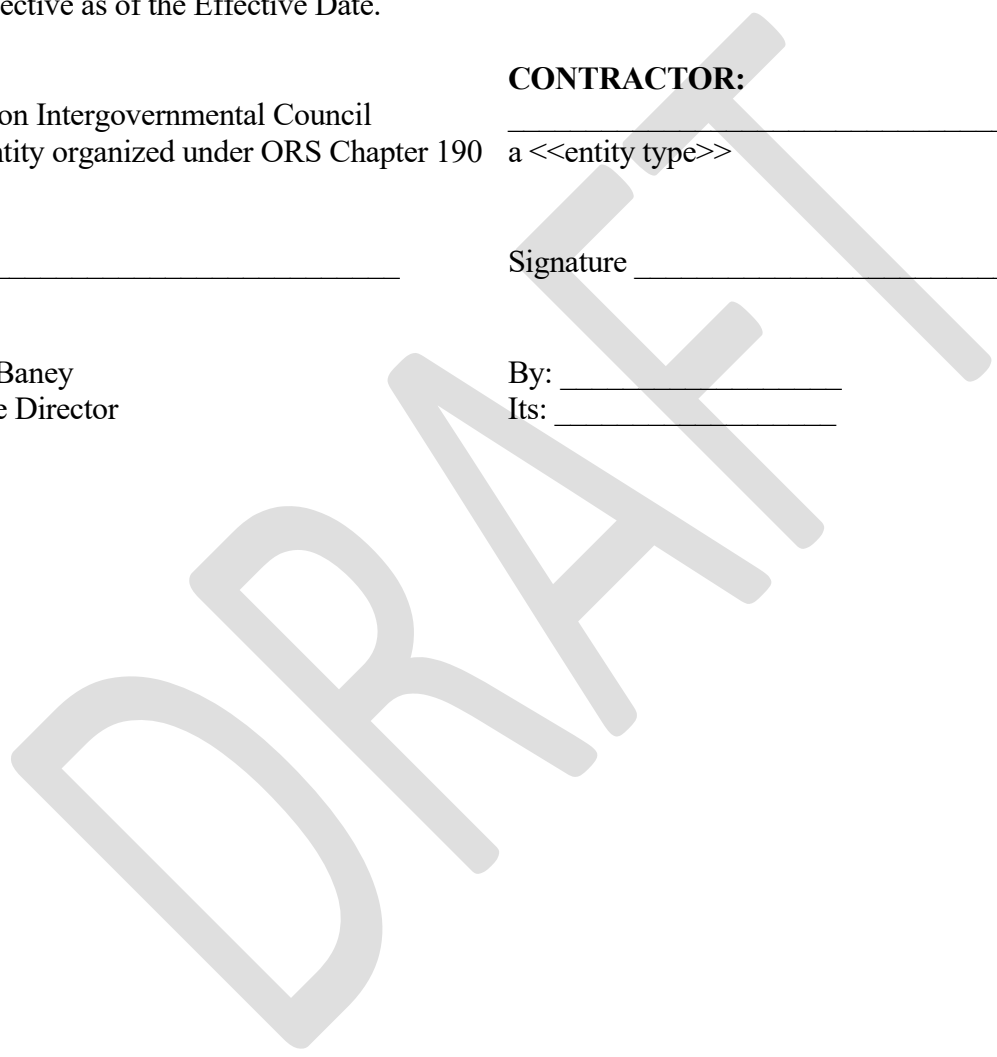
CONTRACTOR:
_____ a <<entity type>>

Signature _____

Signature _____

By: Tammy Baney
Its: Executive Director

By: _____
Its: _____



SCHEDULE 1.1
Description of Services
(Scope of Work)

DRAFT

SCHEDULE 1.2
Schedule of Services

DRAFT

SCHEDULE 2.1
Compensation Schedule

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

1. Compensation

A. Invoice for Completion of Defined Tasks

DRAFT

EXHIBIT A

Contractor Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

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

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

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

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

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

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

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

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

Exhibit B Oregon Public Contract Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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