CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES
FOR

Technical Assistance Services for

Central Oregon Cohort Energy Resilience Plan

CED RFP # 25-02

DATE DUE: Tuesday, June 17, 12 pm (Noon)

COIC

334 NE Hawthorne Ave
Bend, Oregon 97701

REQUEST FOR PROPOSALS

1. INTRODUCTION

Central Oregon Intergovernmental Council ("**COIC**"), an intergovernmental entity established pursuant to ORS 190.010 is soliciting proposals from qualified consultants ("**Consultant**") interested in supporting the development of the Central Oregon Energy Resilience Plan (**"the Plan"**). The services to be provided under the Request for Proposals ("**RFP**") include, but are not limited to, the services listed in Attachment B of this RFP.

COIC is acting as the Project Manager ("**PM**") on behalf of the Central Oregon Emergency Managers (Crook, Deschutes, and Jefferson Counties. The Emergency Managers will incorporate the Plan into their Natural Hazards Mitigation Plans. The Consultant will work with the Central Oregon Emergency Managers and COIC ("**Project Team**") to develop the Plan. It is important that the successful firm demonstrates its expertise in energy resilience planning.

2. CONTENTS OF THIS RFP

1. INTRODUCTION
2. CONTENTS OF THIS RFP
3. RFP PROCEDURES
4. PREPARATION AND SUBMISSION OF PROPOSALS
5. CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS
6. OPENING OF PROPOSALS
7. PROPOSAL EVALUATION AND AWARD

ATTACHMENT A – PROJECT BACKGROUND, GOALS, AND OBJECTIVES
ATTACHMENT B – SCOPE OF SERVICES REQUIRED
ATTACHMENT C – REQUIRED ELEMENTS FOR PROPOSALS
ATTACHMENT D – SELECTION PROCEDURE AND SCORING
ATTACHMENT E – INSURANCE AND SAMPLE CONTRACT DOCUMENTS

3. RFP PROCEDURES

Proposals properly submitted and received will be opened immediately following the time proposals are due, and a list of the names of persons submitting proposals will be sent to all proposers, along with such other information as the designated public officer considers appropriate at the time.

To be considered, proposals must be submitted electronically in accordance with all the following instructions:

1. Proposals must be submitted as an attachment to an email, submitted to the public officer in charge of the RFP at: procurement@coic.org,
2. The subject line of the email must clearly identify the submission as a response to this specific RFP, and
3. Unless otherwise stated in the RFP requirements, proposal documents may be submitted in PDF format only.

COIC may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any such addendum will be posted to and may be downloaded from the same location on the COIC website where the RFP is posted. Each proposer is responsible for verifying for itself if any addendum has been issued prior to submission of its proposal; COIC is not responsible for notifying individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addendum issued must be included in the proposals received and will become part of any resulting contract.

COIC may reject any proposal not in compliance with the proposal procedures set forth in this RFP or Oregon law, and may reject for good cause any and all proposals upon COIC's finding that it is in the public interest to do so.

4. PREPARATION AND SUBMISSION OF PROPOSALS

4.1 **Proposal Preparation.** Proposers are responsible to read and understand all portions of the RFP documents, including attachments and addenda (if any), and to include all requirements in their proposals. To be responsive, proposals must be made in writing and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and must contain all other required documents and responses, be signed by the proposer or the proposer's authorized representative, and submitted in the manner stated in this RFP.

4.2 **Proposals Subject to Oregon Public Records Law.** Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a public records request, except for such information as may be exempt from disclosure under the law.

Each proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. The proposer is responsible for only marking material that legitimately qualifies under an exemption to disclosure under ORS 192.311 through 192.478. If COIC receives a records request, including a subpoena, covering information the proposer believes is covered by an applicable public records exemption, it is the proposer's responsibility to defend and indemnify COIC for any costs associated with establishing such an exemption.

4.3 **Proposal Submission.** Proposals must be received by the time and date stated for receipt in the Invitation to Submit Proposals. To be considered, proposals must be submitted in the form and manner stated in this RFP, complete with: a Proposer's Statements & Certifications Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, and any other documents required to be submitted.

By submitting a proposal, a proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

4.4 **Correction, Withdrawal, and Late Submissions.** A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, by email to the person identified for receipt of proposals, and may submit a new proposal in the manner stated in the RFP. COIC will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with COIC, other than to address minor informalities, unless the proposal is withdrawn and resubmitted as described above.

5. CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

5.1 **Clarifications.** If a proposer finds discrepancies or omissions in the RFP documents or is in doubt as to their meaning, the proposer must immediately notify the public officer in charge of the RFP:

Kimberly Banner, Executive Coordinator
COIC
procurement@coic.org

All questions, inquiries, or comments regarding this RFP must be submitted in writing no later than Monday, June 2nd at 2pm by email to the public officer named above. All communications must be made in this manner; no contacts with any members of the Project Team regarding the project are allowed, unless such contact is authorized in writing by the public officer named above.

If COIC believes a clarification is necessary, an addendum will be issued in writing and available on the COIC website where the RFP is posted. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

The apparent silence of the RFP documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice,

material, or workmanship is to be used.

5.2 Protest of Solicitation Documents. A prospective proposer may protest the competitive selection process or provisions set forth in the RFP documents if the prospective proposer believes the solicitation process is either contrary to law, is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name under the requirements of ORS 279B.405(2). Any such written protest must be submitted to the named contact above not less than 10 days prior to the deadline for submission of proposals.

COIC will consider a protest of the solicitation documents if the protest is timely filed and contains all the following items:

- **a.** The title of the RFP that is the subject of the protest;
- **b.** The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name;
- **c.** Evidence or supporting documentation that supports the grounds on which the protest is based; and
- **d.** A statement of the changes to the procurement process or the RFP document that the prospective proposer believes will remedy the conditions upon which the protest is based.

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

6. OPENING OF PROPOSALS

6.1 Proposals Held Until Time for Opening. COIC will not examine any proposal before the time stated for opening. The Executive Coordinator may, as time allows, verify that a response document(s) attached to a submission was received intact, and may, but is not required to, notify a proposer that an emailed submission was received in an incomplete or defective form.

6.2 Late Submissions. Any proposal or modification received after the designated deadline will not be opened or considered.

6.3 Inspection of Proposals Submitted. The proposals submitted will be open to public inspection immediately after the issuance of notice of intent to award, except any information covered by an exemption to disclosure under Oregon Public Records Law.

7. PROPOSAL EVALUATION AND AWARD

7.1 Responsiveness. Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by the RFP, which include, at a minimum, but are not limited to:

- **a.** Submission of a completed Proposer Statement & Certifications Form in the form included as Attachment D to this RFP.
- **b.** Compliance with the procedures and requirements set out in the RFP, Oregon Administrative Rules Chapter 137, Divisions 46 through 49, and Oregon Public Contracting Law.
- **c.** Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidder status (ORS 279A.120), recycled materials (ORS 279A.125), or printing (ORS 282.210).

7.2 Proposal Evaluation. COIC will make contract award based on the responsiveness of the actual proposals received to the requirements established in the RFP, considering qualifications, experience, resources, proposed services, proposers' past record of performance, and other relevant factors, as well as responses received from references, interviews, post-RFP submissions, and follow-up questions, if any.

Each proposal will be evaluated by COIC's evaluation committee based on the process and scoring established in Attachment E. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct further interviews or discussions with two or more proposers with the highest-scored proposals, as

described in Attachment E. Any Interviews may include a requirement for a presentation by the proposer and questions from COIC regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting a contractor, COIC reserves the right to:

- **a.** Reject any and all proposals,
- **b.** Issue subsequent Requests for Proposals for the same or similar goods or services,
- **c.** Not award a contract for the requested services,
- **d.** Award multiple contracts if necessary to achieve the objective of the RFP,
- **e.** Waive any irregularities or informalities,
- **f.** Accept the proposal which COIC deems to be the most beneficial to COIC and its constituent agencies,
- **g.** Negotiate with any proposer to further amend, modify, redefine, or delineate its proposal,
- **h.** Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer, and
- **i.** Further question any proposer to substantiate claims of experience, background knowledge, and ability.

7.3 **Mistakes in Proposals.** Minor informalities may be waived. Mistakes discovered after opening where the intended correct statement, quantity, or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement, quantity, or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement, quantity, or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may be rejected. COIC reserves the right to waive technical defects, discrepancies, and minor irregularities and to not award a contract when it finds such action to be in the public interest.

7.4 **Notice of Award.** COIC will provide written notice of its intent to award to a given proposer or proposers at least seven days before the award, unless COIC determines that a shorter notice period is more practicable. Unless otherwise stated in the RFP documents, the Notice of Intent to Award will be given by posting the notice COIC webpage in the same location as the RFP posting.

7.5 **Protest of Intent to Award.** Any proposer that submitted a proposal for the RFP and that is not recommended for award may protest COIC's intention to award. To be considered, the protesting proposer must be eligible to be awarded the contract in the event that the protest is deemed successful. Determination on protests will be made by the decision maker, either the COIC Executive Director or the City of La Pine, depending upon which has the authority to execute the contract. To be considered, a protest must be submitted in writing to the public officer named above and received within seven calendar days after the Notice of Intent to Award is posted, and must contain the grounds for the protest, in accordance with OAR 137-047-0700 through 137-047-0745.

7.6 **Rejection of Proposals.** If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with an opportunity for supplemental submission from those proposers that submitted proposals, if COIC finds that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

ATTACHMENT A – PROJECT BACKGROUND, GOALS, AND OBJECTIVES

A1. PROJECT BACKGROUND

A1.1 Introduction.

Oregon House Bill 3630 establishes that each Oregon county should plan for and develop energy resilience plans to be incorporated into the county's Natural Hazard Mitigation Plan (NHMP) that provides strategies for maintaining basic services and functions during major grid disruptions. Through House Bill 3630, the Oregon Department of Energy has established a program that supports counties, or cohorts of counties, to develop an energy resilience plan. COIC is overseeing this energy resilience planning effort for a cohort of counties in Central Oregon consisting of Crook, Deschutes, and Jefferson counties.

A1.2 Roles and Responsibilities – Crook, Deschutes and Jefferson County Emergency Managers and COIC

COIC is the overall project manager for this project. COIC's roles include the following:

- Oversee all project procurements and consultants, including all technical assistance contracts and any other necessary contracts required to complete the work.
- Serve as lead project manager and coordinator, and ensure excellent communication among project partners and contractors.
- Facilitate all stakeholder meetings and the community engagement processes.
- Prepare timely project reports to facilitate:
  - Contractor payments, and
  - Any required reporting to the State/funder.

While COIC will manage procurement, consultants, and the public input process and contracts, the Central Oregon Emergency Managers:

- Serve on the project team and participate in meetings as subject matter experts/community conveners;
- Support stakeholder engagement; and
- Incorporate the final Energy Resilience Plan into their county's NHMP.

A1.3 The Project

The Energy Resilience Plan must:

- Be based on and plan for short-term, medium-term, and long-term power outages.
- Identify and map:
  - Existing energy infrastructure located within each county, including transmission lines, distribution lines, substations and energy storage systems;
  - Natural hazard risks; and
  - Communities that experience social vulnerability.
- Identify potential locations for community resilience centers and communication zones that the public may use to access electricity services during a power outage.
- Inventory the energy consumption needs of critical public service facilities.
- Identify critical public services facilities where the development of alternate energy generation and storage resources will meet local energy resilience needs and for each critical public services facility that the energy resilience plan identifies, the alternative energy generation and energy resources that may be used to meet those needs.
- Provide a plan to identify additional critical public services facilities in the future, which must identify the critical public services facilities that a county intends to focus on, the reason for the selection of

those critical public services facilities and a timeline for when the county will carry out the plan.

- Include, as needed, measures to mitigate natural hazard risks to alternative energy generation and storage resources located at critical public services facilities.
- Identify opportunities to coordinate and locate energy infrastructure development to align with and support critical public service facilities.
- Identify time schedules, priorities and potential funding sources for developing energy resilience; and
- Identify other actions and resources needed to implement the energy resilience plan (which may include coordinating with utilities or carrying out interconnection projects with energy infrastructure).
- An energy resilience plan may include actions to increase household energy resilience.
- In developing an energy resilience plan, each county shall:
    - Engage with local environmental justice communities to help the county identify potential locations for community resilience centers and select other critical public services facilities to be included in the county's energy resilience plan;
    - Use the locations of communities that experience social vulnerabilities to prioritize the potential locations of community resilience centers to be identified in the county's energy resilience plan;
    - Consider the needs of communities that experience social vulnerabilities to identify the critical public services facilities to be identified in the county's energy resilience plan; and
    - Take into consideration natural hazard risks and risk mitigation measures when identifying potential locations for community resilience centers and selecting other critical public services facilities to be included in a county's energy resilience plan.

A2. GOALS AND OBJECTIVES

A2.1 Introduction

COIC is seeking an experienced, qualified, and collaborative professional consultant to serve as the Technical Assistance Consultant for the Central Oregon Energy Resilience Plan. The selected Consultant will be tasked with performing the scope of work identified in Attachment B based on the needs of the Central Oregon Emergency Managers and COIC. The Consultant should have the capacity and experience to manage the Plan development process and deliver the final Central Oregon Energy Resilience Plan. The RFP is the first step in selecting a partner to work with COIC to complete the Project.

A2.2 Purpose

The purpose of this RFP is to identify and select a Consultant with demonstrated qualifications to enter into a collaborative relationship with COIC. The goal is to develop the Central Oregon Energy Resilience Plan by August 1, 2025 with the possibility of extending this date to December 31, 2025. Responses to the RFP will allow COIC to evaluate and determine the proposer that best fits the evaluation criteria listed within this document.

A2.3 Milestones

Completed:

April 2025	IGA between COIC and Jefferson County was executed
April 2025	Funding secured from Oregon Department of Energy
May 2025	Kickoff Meeting with Deschutes, Jefferson, and Crook County Emergency Managers

Future:

May 19, 2025	Advertise Technical Assistance RFP
June 2, 2025, 2pm	RFP Clarification Inquiries Deadline
June 10, 2025	Issue Addendum
June 17, 2025	Proposals Due by 12pm (noon)

June 18 – 24, 2025	Proposals Reviewed and Scored
June 25, 2025	Firms Notified for Interviews (if required)
July 8 – 10, 2025	Interviews (optional)
July 15, 2025	Notice of Intent to Award

ATTACHMENT B – SCOPE OF SERVICES REQUIRED

The selected Consultant will support COIC and the Central Oregon Emergency Managers through all phases of the project, leading all plan development efforts. The Consultant will work in collaboration with the Project Team and project stakeholders throughout all phases of the project.

B1. GENERAL REQUIREMENTS

The exact scope of services required by COIC will be outlined in the agreement between COIC and the selected Consultant. The Scope of Work will include, but is not limited to developing an Energy Resilience Plan that contains the following:

B1.1 **Power outage plan** which contains strategies for managing power outages across different durations (short – 24 hours or less, medium – 1-7 days, and long term – 7 days or more).

B1.2 **Infrastructure and risk maps** based on data related to utility infrastructure, including energy infrastructure (such as transmission lines, distribution lines, substations and storage systems) and assess natural hazard risks impacting energy resilience and as identified in each county's Natural Hazard Mitigation Plan. Maps must also identify communities with social vulnerabilities.

B1.3 **Community resilience centers and communication zones** that identify potential locations where members of the community can access electricity during outages and prioritize locations based on communities that experience social vulnerabilities identified through infrastructure and risk mapping and input from stakeholder engagement.

B1.4 **Critical public services facilities inventory** that prioritizes critical facilities, assesses the energy consumption needs of those essential facilities (including law enforcement, fire protection, health and medical services, sanitation services, water or food supply, fuel and fueling, public works and engineering, public information and communications or emergency response; and community resilience centers).

B1.5 **Development of alternate energy solutions** that identify critical facilities where alternate energy generation and storage will enhance resilience and potential microgrid solutions, solar-plus-battery storage, and backup power systems.

B1.6 **Infrastructure coordination and development** that aligns energy infrastructure development with the resilience needs of critical facilities and identifies potential public-private partnership opportunities.

B1.7 **Action plan** for each county that identifies projects, priorities, time schedules, partners, and potential funding sources for developing energy resilience.

ATTACHMENT C – REQUIRED ELEMENTS OF PROPOSALS

C1. PROPOSAL DOCUMENTS AND FORMAT.

C1.1 Documents to be Submitted. The proposal submitted must include all the following:

a. Responses to each of the required items stated under C2 below,

b. A completed and executed Proposer Statement and Certifications form, and

c. A statement of any exceptions taken to the requirements of this RFP.

C1.2 Format Requirements. The proposal submitted must comply with the following rules:

a. Be in the order and numbering requested,

b. Be submitted in the form and within the limitations stated in the Invitation to Submit Proposals,

c. Contain primary text and headings in not less than 11 point type (with smaller text acceptable in notes, graphs, requested tables, and images), and

d. Be limited to 10 single-sided pages, nominal 8.5" x 11" size. Pages used for a cover letter (which may not exceed two pages), section dividers, resumes, and exceptions are not included within the page limit.

C1.3 Evaluation. Proposals will be evaluated by the content of the submission; including, but not limited to project team, relative experience, project management approach, and with an emphasis on the reference and past experience of the specific team members proposed to work on the project.

C2. REQUIRED RESPONSES. The proposal must contain sections addressing each of the following, in the order listed here:

C2.1 Cover Letter. The cover letter should indicate the proposer's understanding of the services to be performed and be signed by a person authorized to bind the proposer to a contract with COIC. The cover letter will not be separately scored.

C2.2 Interaction with COIC and Stakeholders. Provide a brief summary of how the proposer intends to interact with COIC in providing the required services and managing engagement with key internal stakeholders. Provide examples of demonstrated past experience in leading discussions with key clients, stakeholders, project partners, traditionally underserved or socially vulnerable communities, and the public to share information and gather feedback. Describe the firm's availability to commence the services required in this RFP.

C2.3 Project Approach. Provide the information necessary to determine if the proposer's work product will meet COIC's needs. Respond to each of the following, in the order indicated:

a. Describe the proposer's ability to provide the services requested in this RFP and its proposed plan and timeline to complete the work, in a way that demonstrates an understanding of the project.

b. Detail the proposer's general approach to project management and the tools to be used throughout the project.

c. Describe the proposer's experience providing similar services for community energy resilience planning and implementation.

d. Describe the proposer's approach to communications and document management, including communications between internal key stakeholders, project partners and community-based organizations.

C2.4 Project Budget. Provide a lump sum price for all services. Also include a fee schedule and hours breakdown for each task and subtask of the Consultant Scope of Work, including all personnel and subcontractors (if applicable) assigned to this project.

C2.5 Project Experience and References. Provide at least three and not more than four specific examples of relevant work completed in the last five years, ones that best demonstrate the proposer's ability to accomplish this project. Each project example should list the key personnel involved, their roles in the project, and a client reference with contact information. For each reference, identify a contact person who is familiar with the project, and ensure that contact information is accurate and up to date.

C2.6 Resumes. Include resumes for key personnel who are to provide the services requested in this RFP. Such resumes should not be exhaustive, but must demonstrate the individual's qualifications and other relevant information regarding their ability to perform the services. Resumes will not be separately scored. Resume length shall not exceed two pages per team member. DO NOT submit resumes of employees who will not actively work on the Central Oregon Energy Resilience Plan.

ATTACHMENT D – SELECTION PROCEDURE AND SCORING

D1. EVALUATION PROCESS. The public officer and COIC staff will conduct the selection process for this RFP, which will include the procedures checked here:

☒ Will include evaluation and scoring of the initial proposal

☒ May ☐ Will Not (check one) include interviews of top-scored proposers

☒ May ☐ Will Not (check one) include a requirement for additional questions and responses from top-scored proposers

☐ May ☒ Will Not (check one) include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, COIC reserves the right to terminate the evaluation process after completion of any procedural stage when, in COIC's sole opinion, further evaluation procedures are not required to identify the proposer whose offer will best suit COIC's interests.

D2. PROPOSAL SCORING. Proposals will be scored according to the following criteria:

	Criterion	**Points**
1.	Organization & Project Team	25
2.	Interaction with COIC and Stakeholders	25
3.	Project Approach	30
4.	Project Experience and References	20
	Total Possible Points	**100**

D3. SHORTLIST DETERMINATION. If COIC is unable to determine the best proposal based upon the proposal scoring, COIC may invite up to three proposers to proceed to a further stage of evaluation as identified in D.1 above. If further stages are required, the method adopted for the further stage may be used as the sole method for selecting the proposer.

D4. INTERVIEW SCORING. If interviews are held, COIC will score such interviews based upon consistency with statements made in the proposal, the responsiveness of and coordination between members of the project team, and the quality of responses given to questions asked in the interview. Each proposer's interview score will be added to the proposer's RFP score to produce a final score.

ATTACHMENT E – INSURANCE AND SAMPLE CONTRACT DOCUMENTS

E1. CONTRACT FORM. The contract resulting from this RFP will be prepared based on COIC's standard consultant contract form, unless specified otherwise. A copy of the contract form is attached to this RFP following this page.

E2. INSURANCE REQUIREMENTS AND INDEMNIFICATION. The insurance requirements for the contract will be those attached following this page. Before commencement of the work, the selected proposer must provide, at its own expense, all required insurance stated therein from companies authorized to do business in the State of Oregon, and obtain COIC's approval of the limits, form, and amount.

E3. PROPOSER COMMENTS ON CONTRACT FORM AND INSURANCE REQUIREMENTS. Any proposer may take exception to conditions in COIC's contract form or insurance requirements by including such exceptions and any proposed changes with the proposal submitted. COIC will consider any such proposed modification, reduction, or exclusions in determining proposal responsiveness or in scoring the proposal.

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 << >>, an <<entity type>>, is entered into this <<day>> of <<month>>, 2022 and made effective upon full execution.

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, (iii) perform the Services to the best of Contractor's ability, and (iv) according to industry standards (*see also* Section 5.1, below).

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 the 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 the Contractor, and the Contractor will be solely responsible for obtaining the Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by the 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. The contractor is an independent contractor of COIC, as defined by ORS 670.000. The 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,

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and employment insurance taxes.

3.3 Licenses. The 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. The contractor does not have the authority to bind COIC or represent to any person that the Contractor is an agent of COIC.

3.5 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.

3.6 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. The contractor must provide insurance meeting the requirements of Exhibit A, attached and incorporated herein.

5.3 Workers' Compensation Insurance. The 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

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property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Contractor
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.

5.6 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.

5.7 Consequences of Termination. Upon termination of this Agreement as outlined 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 the Contractor for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from the Contractor to COIC.

5.8 Availability of Funds**.** COIC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if COIC does not receive or appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. COIC will notify the Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, COIC will have no further obligation to Contractor for payments beyond the termination date.

5.9 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.

5.9.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

5.9.2 Contractor may not incur obligations or liabilities after Contractor receives proper Notice of termination.

6. MISCELLANEOUS

6.1 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.

6.2 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: To Contractor:

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Central Oregon Intergovernmental Council	<<Name>>
Attn: Contracts	<<Address>>
1250 NE Bear Creek Rd	<<CSZ>>>
Bend, Oregon 97701	Facsimile No.:
contracts@coic.org	Email

6.3 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.

6.4 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.

6.5 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.

6.6 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.

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

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any

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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.

6.13 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.

6.14 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:	**CONTRACTOR:**
Central Oregon Intergovernmental Council	<<Contractor>>
an Oregon entity organized under ORS Chapter 190	an <<Entity Type>>
Signature _____	Signature _____
By: Tammy Baney	By: _____
Title: Executive Director	Title: _____

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SCHEDULE 1.1

Description of Services

(Scope of Work)

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SCHEDULE 1.2

Schedule of Services

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SCHEDULE 2.1

Compensation Schedule

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

1. Compensation

A. Invoice for Completion of Defined Tasks

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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 the 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 the 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 the 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 the 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

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officers, employees, and agents as Additional Insureds but only concerning 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.

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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 it 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 statues, 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 law.

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Exhibit C Sub-agreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Subrecipient is a Party.

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 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 satisfactory to OEM. 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 OEM:

Bodily Injury, Death and Property Damage:

Not less than $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than $2,000,000.

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 OEM:

Bodily Injury, Death and Property Damage:

Not less than $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than $2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

DRAFT

"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 the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. INSURANCE REQUIREMENT REVIEW. Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, selfinsurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

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CONTRACT INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to commencing performance under this Contract, the Contractor must, at the Consultant's expense, obtain all types and amounts of insurance required and specified in this Exhibit. The consultant must maintain the specified insurance in full force at the Consultant's own expense throughout the duration of the Contract and any warranty periods. The insurance must be obtained from insurance companies authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to COIC.

All coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation insurance. The consultant must pay for all self-insured retention, deductibles, and self-insurance, if any.

If Consultant maintains broader coverage or higher limits than the minimum amounts shown in this Exhibit, COIC requires and will be entitled to broader coverage or higher limits maintained by Consultant.

A. INDEMNIFICATION

Except as provided in subsection E below, to the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Consultant shall indemnify, defend, and hold harmless COIC and its officers, agents, and employees from all damages, losses, expenses, attorney fees and costs related to litigation, including judgments arising out of or resulting from Consultant's performance under this Contract.

Notwithstanding the foregoing defense obligations, neither Consultant nor any attorney engaged by Consultant may defend any claim in the name of COIC, nor purport to act as legal representative of COIC, without the prior written consent of COIC. COIC may assume its own defense and settlement of any claims, and reserves all rights to pursue any claims it may have against the Consultant. This indemnification does not include indemnification by Consultant of COIC for COIC's acts or omissions, whether related to the Contract or otherwise.

This indemnification extends to the work product or any tangible or intangible items delivered to COIC under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, including any claim that COIC's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

☒ Required ☐ Not required

Consultant must provide Commercial General Liability (CGL) Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to COIC. The CGL insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis for not less than $2,000,000 per occurrence and not less than $4,000,000 annual aggregate limit.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

☒ Required ☐ Not required

Consultant, and all other employers providing services under this Contract that employ subject workers, must provide and maintain Workers' Compensation Insurance coverage for those workers pursuant to ORS 656.017,

unless the requirements for an exemption under ORS 656.126(2) have been met. Consultant must require and ensure that each of its subcontractors complies with these requirements.

If Consultant is an employer subject to any other state's workers' compensation law, Contactor must provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws, including Employers' Liability Insurance coverage with limits not less than $500,000, and must require and ensure that each of its out-of-state subcontractors complies with these requirements.

If Consultant is a subject employer, as defined in ORS 656.023, Consultant must also obtain Employer's Liability insurance coverage with limits not less than $500,000 for each accident.

If applicable, the Consultant must obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act (46 U.S.C. § 50101) and the Longshoremen's and Harbor Workers' Compensation Act, with limits of no less than $5,000,000.

D. AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

The consultant must provide Automobile Liability Insurance covering the Consultant's business use, including coverage for all owned, non-owned, or hired vehicles, with a combined single limit of not less than $500,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence is provided to COIC that the policy includes a business use endorsement.

E. PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Consultant must provide Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under the Contract by the Consultant or Consultant's subcontractors, agents, officers or employees, in an amount not less than $2,000,000 per claim and not less than $4,000,000 annual aggregate limit.

The foregoing notwithstanding, it is agreed that, concerning claims for professional liability, Consultant's obligation to defend or to pay the defense costs of the indemnitees shall only apply if and when and to the extent that a court or other forum of competent jurisdiction has determined the percentage of Consultant's fault for the liability alleged in which case Consultant shall be obligated to pay the amount equal to the percentage of its fault that has been determined.

If coverage is provided on a claims-made basis, then "tail" coverage must be provided in the form of either: (a) an extended reporting period of not less than 24 months, or (b) the Consultant must provide Continuous Claims Made coverage.

F. CYBER INSURANCE:

☐ Required ☐ Not required

Consultant must provide Network Security and Privacy Liability ("Cyber") Insurance for the duration of the Contract, and continue for the period in which Consultant or its business associates or subcontractors maintains, possesses, stores, or has access to COIC or COIC clients' data, with a combined single limit of not less than $1,000,000 per claim or incident. The Cyber insurance must include coverage for third-party claims and for losses, thefts, unauthorized disclosures, access or use of COIC or COIC's clients' data (including, but not limited to, Personally Identifiable Information ("PII"), Payment Card Data, and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of COIC data.

G. POLLUTION LIABILITY:

☐ Required ☐ Not required

Consultant must provide Pollution Liability Insurance to indemnify COIC for any damages due to pollution damage and covering Consultant's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs, including those for mold and bacterial pollution ("pollution damage"), incurred by Consultant and arising out of the goods delivered or Services (including transportation) performed under this Contract, with a combined single limit per occurrence not less than $1,000,000 and not less than $2,000,000 annual aggregate limit.

An endorsement to Consultant's Commercial General Liability or Automobile Liability policy, covering Consultant's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution damage that arises from the goods delivered or Services (including transportation) performed by Consultant under this Contract is acceptable to meet this requirement.

H. INSTALLATION FLOATER OR INLAND MARINE INSURANCE:

☒ Required ☐ Not required

Consultant must provide an Installation Floater or Inland Marine insurance to indemnify COIC from any damages or losses due to damage, theft, or loss of materials or commercial property being transported, stored, or installed on COIC's property or in a temporary location, with a combined single limit of not less than $500,000.

I. PHYSICAL ABUSE AND MOLESTATION INSURANCE:

☐ Required ☐ Not required

Consultant must provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to COIC covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Consultant is responsible including but not limited to Consultant and Consultant's employees and volunteers. Policy endorsement's definition of an insured must include the Consultant, and the Consultant's employees and volunteers. Coverage must be written on an occurrence basis for not less than $1,000,000 per occurrence and not less than $2,000,000 annual aggregate. Coverage may be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the

incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense shall be provided outside the coverage limit.

J. (DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

☐ Required ☐ Not required

Consultant must provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones, including the drone's payload or dispensable loads, in a form and with coverage that is satisfactory to COIC. This insurance must include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than $_____ per occurrence.

An endorsement to Consultant's Commercial General Liability covering Consultant's liability for bodily injury, property damage, and environmental damage resulting from the operation of drones as described in this section is acceptable to meet this requirement.

K. GARAGE KEEPER'S LEGAL LIABILITY:

☐ Required ☐ Not required

The Consultant shall provide Garage Keepers´ Legal Liability Insurance for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than $_____ per location.

L. EXCESS OR "UMBRELLA" INSURANCE:

A combination of primary and Excess (or "Umbrella") Insurance may be used to meet the required limits of insurance contained in this Exhibit. When so used, all of the primary and Excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, may be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

If Excess Insurance is used to meet the minimum insurance requirements, the Certificate of Insurance must include a list of all policies that fall under the Excess insurance.

M. ADDITIONAL INSURED ENDORSEMENT:

All liability insurance, excluding Workers' Compensation, Professional Liability, or Cyber insurance, must include an Additional Insured endorsement specifying "Lane Council of Governments, its officers, employees, and agents" as Additional Insureds concerning the Consultant's activities to be performed under this Contract. All coverage must be primary and non-contributory with any other insurance and self-insurance.

The Additional Insured endorsement concerning liability arising out of the Consultant's ongoing operations must

be on, or at least as broad as, ISO Form CG 20 10, and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO Form CG 20 37.

N. WAIVER OF SUBROGATION:

Consultant waives its rights of subrogation that Consultant or any insurer of Consultant may acquire against COIC by the payment of any loss. The consultant must obtain any endorsement that may be necessary to effect this waiver of subrogation; however, this waiver of subrogation will apply regardless of whether or not COIC has received a Waiver of Subrogation endorsement from the Consultant or the Consultant's insurer(s).

O. CONTINUOUS CLAIMS MADE COVERAGE:

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

a. Consultant 's completion and COIC's acceptance of all Services required under the Agreement, or
b. Termination of the Agreement, or
c. The expiration of all warranty periods provided under this Agreement.

P. CERTIFICATES AND PROOF OF INSURANCE:

The consultant must provide COIC Certificates of Insurance for all required insurance before delivering any goods and performing any Services required under this Agreement. The Certificate(s) of Insurance must list "Lane Council of Governments, its officers, employees, and agents" as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy documents affecting the coverage required by the Contract. If Excess Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess Insurance. As proof of insurance, COIC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

Q. NOTICE OF CHANGE OR CANCELLATION:

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

R. COIC ACCEPTANCE:

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

Consultant agrees to periodic review of insurance requirements by COIC under this Agreement and to provide updated policy documents as necessary to accommodate COIC's review and continued acceptance.