

# State of Oregon Contract for Services PO-44000-0000XXXX

This Contract is awarded per Contractor’s response to Request For Proposal, Intermediate Procurement Bid Number S-44000-000046666. Agency is entering into this Contract to obtain for the Statewide Outreach Sponsorship Program. Agency has authority under ORS 731.216 to contract for these Services.

This Contract for Services (this “Contract”) is by and between the State of Oregon, acting through its Department of Consumer and Business Services, Division of Financial Regulation, (“Agency”) and \_\_\_\_\_, a [\_\_\_\_\_] [doing business as \_\_\_\_] (“Contractor”) and is effective as of the Effective Date.

Contractor’s Contract Administrator for this Contract is:

Name and Title  
\*\*Address  
\*\*City, State ZIP  
Phone: (xxx) xxx-xxxx  
Fax: (xxx) xxx-xxxx  
[anymame@yahoo.com](mailto:anymame@yahoo.com)

Agency’s Contract Administrator for this Contract is:

Contract Administrator Name, Title  
Agency-Division  
\*\*Address  
\*\*City, State ZIP  
Phone: (xxx) xxx-xxxx  
Fax: (xxx) xxx-xxxx  
[anymame@oregon.gov](mailto:anymame@oregon.gov)

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

## SECTION 1: CONTRACT TERM

The “Effective Date” of this Contract is the later of (i) January 1, 2023, or (ii) the date this Contract has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on December 31, 2023. The termination of this Contract will not extinguish or prejudice Agency’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

## SECTION 2: CONTRACT DOCUMENTS

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

- 3.1. this Contract less all exhibits;
- 3.2. Exhibit A (Statement of Work);

3.2.1. Appendix A1 (Agency Survey Questions)

3.3. Exhibit B (Required Insurance), and

3.4. Exhibit C (Independent Contractor Certification)

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

## **SECTION 3: SERVICES.**

### **3.1 PERFORMANCE OF SERVICES**

Contractor shall perform the services (the "Services") and deliver to agency the deliverables ("Deliverables") set forth in Exhibit A, the Statement of Work (the "Statement of Work"). The Statement of Work includes the delivery schedule for the Deliverables and Services. Contractor shall perform the Services in accordance with the terms and conditions of this Contract.

### **3.2 SUBMISSION AND ACCEPTANCE OF DELIVERABLES**

When the Statement of Work requires Contractor to deliver Deliverables to Agency, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to Agency upon delivery of a completed Deliverables to Agency. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, Agency will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If Agency determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency's acceptance of the Deliverables.

### **3.3 REJECTION OF DELIVERABLES; CORRECTIONS**

If Agency determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency's rejection of the Deliverables, and describe in reasonable detail in such notice the Agency's basis for rejection of the Deliverables. Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor's sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverables to Agency. Agency will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor's delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set

forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

## **SECTION 4: COMPENSATION**

### **4.1 NOT TO EXCEED COMPENSATION**

The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$25,000.00. Agency will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment.

### **4.2 PAYMENTS**

Payments, including interim payments, to Contractor are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

### **4.3 EXPENSES**

Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

### **4.4 FUNDS AVAILABLE AND AUTHORIZED**

Contractor will not be compensated for Services performed under this Contract by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

## **SECTION 5: RESERVED FOR NUMBERING PURPOSES**

## **SECTION 6: INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING**

### **6.1 INDEPENDENT CONTRACTOR**

Contractor shall perform all Services as an independent contractor. Agency reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, Agency may not and will not control the means or manner of

Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

## **6.2 NO CONFLICTS**

Contractor, by signature to this Contract, represents and warrants that Contractor's performance of the Services under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Contract.

## **6.3 AFFILIATION**

Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

## **6.4 TAXES AND BENEFITS**

Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless required by applicable law, Agency will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self employed individual.

# **SECTION 7: SUBCONTRACTORS, SUCCESSORS, AND ASSIGNMENTS**

## **7.1 SUBCONTRACTS**

Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

## **7.2 SUCCESSORS AND ASSIGNS**

The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns, if any.

## **7.3 NO ASSIGNMENT**

Contractor shall not assign or transfer any of its rights or delegate its obligations under this Contract without Agency's prior written consent.

# **SECTION 8: REPRESENTATIONS AND WARRANTIES**

## **8.1 CONTRACTOR'S GENERAL REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to Agency that:

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

## **8.2 CONTRACTOR'S PERFORMANCE WARRANTIES**

- 8.2.1** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 8.2.2** The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Contract;

**8.2.3** Except as otherwise provided in this Contract (including Section 9), Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and

**8.2.4** Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

### **8.3 WARRANTIES CUMULATIVE**

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

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

### **9.1 NO RIGHTS**

Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

### **9.2 MARKS**

Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

### **9.3 COMPETING SERVICES**

Subject to the provisions of this Section 9, and Contractor's obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Contract. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

## **SECTION 10: CONFIDENTIAL INFORMATION**

### **10.1 PUBLICITY**

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

## **SECTION 11: INDEMNITY BY CONTRACTOR**

### **11.1 CLAIMS**

Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.

### **11.2 LEGAL COUNSEL**

If Contractor is required to defend the State of Oregon or Agency or their officers, employees or agents under Section 11.1, then Contractor shall select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State of Oregon, Agency or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

### **11.3 DAMAGES TO STATE PROPERTY AND EMPLOYEES**

Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors,

or agents under this Contract

- 11.4** CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.

## **SECTION 12: LIMITATION OF LIABILITIES**

- 12.1** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.
- 12.2** EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

## **SECTION 13: INSURANCE**

Contractor shall maintain insurance as set forth in Exhibit B.

## **SECTION 14: DEFAULT; REMEDIES; TERMINATION**

### **14.1 DEFAULT BY CONTRACTOR**

Contractor will be in default under this Contract if:

- 14.1.1** Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 14.1.2** Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or
- 14.1.3** Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice; or
- 14.1.4** Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

## **14.2 AGENCY'S REMEDIES FOR CONTRACTOR'S DEFAULT**

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

- 14.2.1** Termination of this Contract under Section 14.6.2; or
- 14.2.2** Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 14.2.3** Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- 14.2.4** Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or
- 14.2.5** Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

## **14.3 REMEDIES CUMULATIVE**

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

## **14.4 DEFAULT BY AGENCY**

Agency will be in default under this Contract if:

- 14.4.1** Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- 14.4.2** Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

## **14.5 CONTRACTOR'S REMEDIES**

In the event Agency terminates this Contract under Section 14.6.1, or is in default under Section 14.4, and whether or not Contractor elects to exercise its right to terminate the Contract under

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

## 14.6 TERMINATION

### 14.6.1 **Agency's Right to Terminate at its Discretion.** Agency may terminate this Contract:

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

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

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

## 14.7 RETURN OF PROPERTY

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

## 14.8 EFFECT OF TERMINATION

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

## **SECTION 15: COMPLIANCE WITH LAW**

### **15.1 COMPLIANCE WITH LAW GENERALLY**

Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

### **15.2 COMPLIANCE WITH OREGON TAX LAWS**

**15.2.1** Contractor shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 8.1.5.1 through 8.1.5.4.

**15.2.2** Any violation of Section 15.2.1 constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in Section 8.1.5 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this

Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

### **15.3 COMPLIANCE WITH FEDERAL LAW**

Contractor shall comply with all applicable federal laws.

### **15.4 PAY EQUITY**

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

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

## **SECTION 16: GOVERNING LAW; VENUE AND JURISDICTION**

### **16.1 GOVERNING LAW**

This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

### **16.2 VENUE AND JURISDICTION**

Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

## **SECTION 17: MISCELLANEOUS PROVISIONS**

### **17.1 RECORDS MAINTENANCE; ACCESS**

Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

### **17.2 FOREIGN CONTRACTOR**

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor 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 Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

### **17.3 FORCE MAJEURE**

Neither Agency nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

### **17.4 SURVIVAL**

All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 17.4, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

#### **17.5 TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence under this Contract.

#### **17.6 NOTICE**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 17.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the Contractor. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

#### **17.7 NO THIRD PARTY BENEFICIARIES**

Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

#### **17.8 SEVERABILITY**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision held to be

invalid.

#### **17.9 MERGER CLAUSE; WAIVER**

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract in one instance will not constitute a waiver by Agency of its right to enforce that or any other provision.

#### **17.10 AMENDMENTS**

Agency may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

#### **17.11 COUNTERPARTS**

This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

#### **17.12 OREGON FALSE CLAIMS ACT**

Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.

#### **17.13 CERTIFICATIONS**

The individual signing on behalf of Contractor hereby:

- 17.13.1** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to

report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

- 17.13.2** Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 17.13.3** Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.
- 17.13.4** Certifies that the information provided on the attached Exhibit E, Independent Contractor Certification, is true and correct as of the Effective Date; and
- 17.13.5** Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

**[SIGNATURE BLOCKS]**

## Exhibit A

### Statement of Work

#### SECTION 1: GENERAL INFORMATION

The Department of Consumer and Business Services (DCBS) is Oregon's largest regulatory agency. It administers state laws and rules, protects consumers and workers in the areas of workers' compensation, occupational safety and health, financial services, insurance and building codes.

The Division of Financial Regulation (DFR) is a division of DCBS and oversees the financial and insurance industries in Oregon. It regulates insurance, depository institutions, trust companies, securities and consumer financial products and services. (e.g., mortgage lending, small dollar loans, collection agencies). The mission of DFR is protecting Oregonians' access to fair products and services through education, regulation and consumer assistance.

DFR will actively collaborate with Contractor in the areas of financial education curriculums, education classes, and participation in the sponsored outreach events such as financial empowerment events and resource fairs, including homebuyer events.

Agency is entering into this Contract to obtain Services for the Statewide Outreach Sponsorship Program.

#### SECTION 2: DEFINITIONS

##### 2.1 Terms Associated With The Services

- **"Agency"** means the Oregon Department of Consumer and Business Services, Division of Financial Regulation
- **"DCBS"** means The Department of Consumer and Business Services
- **"DFR"** means Division of Financial Regulation

*For purposes of this Contract, Agency, DCBS and DFR represent the same entity.*

- **"Financial Empowerment"** means as defined by CFPB Your money your goals toolkit.

"The main focus of financial empowerment is to build the skills you need to manage money and learn to choose the financial products and services that work for you. When you're financially empowered you're both informed and skilled. You know where to get help with your financial challenges and can access and choose financial products and services that meet your needs. This sense of empowerment builds confidence, helping you effectively use your financial knowledge, skills, and resources to reach your goals."

##### 2.2 Crosswalk of Terms used in OregonBuys

- **"Change Order"** means a formal change (amendment or revision) to an existing MBPO (i.e., any form of contract; agreement; purchase order; or work order contract.).

- **“Master Blanker Purchase Order (MBPO)”** means any form of contract, agreement, purchase order or work order contract.

### SECTION 3: SERVICES

Agency is implementing an innovative Program for organizations that engage in financial empowerment work. Agency will provide Contractor with promotion and funding with the goal of educating Oregonians to increase their awareness of Agency services and resources available.

The primary goal of the Program is for consumers in underserved communities to gain increased awareness of DFR services and resources, and increased capacity to make good decisions about insurance and financial services, especially DFR’s services of insurance education, insurance advocacy and insurance regulation.

Agency is entering into this Contract to obtain Services for the Statewide Outreach Sponsorship Program.

#### **3.1 Contractor Responsibilities** *(Contractor Responsibilities will be modified to reflect information provided in the Program Description section of the submission form)*

##### A. Insurance Curriculum

Contractor shall:

- (1) Provide current insurance curriculum for DFR outreach staff to review
- (2) Meet with Agency outreach staff to discuss DFR suggested edits to curriculum
- (3) Implement agreed upon edits to insurance curriculum

##### B. Financial Services Curriculum

Contractor shall:

- (1) Provide current financial services curriculum for DFR outreach staff to review
- (2) Meet with Agency outreach staff to discuss DFR suggested edits to curriculum
- (3) Implement agreed upon edits to insurance curriculum

##### C. Financial Education Classes

Contractor shall:

- (1) Organize, advertise and provide [insert number] of financial education classes in person or virtually for the contract term.
- (2) Include insurance curriculum or financial services curriculum in the classes
- (3) Coordinate with DFR outreach staff so they can serve as guest speakers or co-facilitators for at least two classes per year.

(4) Promote DFR as sponsor of all the classes (*Agency will add more details here of how this will occur from the submission form*)

(5) Conduct pre and post surveys on consumer awareness of DFR in all the classes

#### D. Financial Empowerment Events

Contractor shall:

- (1) Organize [insert number] Financial Empowerment events and resource fairs, including homebuyer fairs, for the contract term.
- (2) Invite DFR outreach staff to serve as guest speakers and to table at the events
- (3) Promote DFR as sponsor of the events

#### E. Insurance or Financial Services Panel Discussions

Contractor shall:

- (1) Organize [insert number] panel discussions on insurance or financial services for the contract term
- (2) Review discussion content with DFR outreach staff in advance
- (3) Invite DFR outreach staff to serve as guest speakers and/or panelists
- (4) Promote DFR as sponsor of the events

#### F. Social Media

Contractor shall:

- (1) Maintain active social media engagement with DFR
- (2) Establish links to the DFR website
- (3) Share DFR social media posts
- (4) Stream DFR classes and events

### 3.2 Reporting Requirements / Deliverables

#### A. Class/Event Survey

Contractor shall:

- (1) Conduct pre and post surveys, provided by DFR, after each class that has DFR content in the curriculum. Reported data must include class topics and

aggregated participant demographics.

B. Quarterly Report

Contractor shall:

- (1) Submit class / event survey reports to DFR quarterly.
- (2) Report on the number of classes held by topic, and the number of participants reached with insurance and financial services, including services provided by DFR. Data must include aggregated participant demographics.
- (3) Report on the number of outreach events, the purpose of each event and the number of participants reached when DFR staff participate in a Contractor's event. Data must include aggregated participant demographics.

C. Annual Report

Contractor shall:

- (1) Submit a narrative report at end of the Contract year responding to questions about their awareness and trust in DFR, and their willingness to refer their clients to DFR consumer advocates when appropriate.

**3.3 Agency Responsibilities** (*Agency Responsibilities will be modified to reflect information provided in the Program Description*)

A. Advise on Contractor's Insurance Curriculum

Agency shall:

- (1) Review Contractor's current insurance curriculum and suggest edits that will increase consumers awareness of DFR's roles, how to access advocates, and inform consumers of common consumer questions and concerns the division receives.
- (2) Meet with Contractor's staff to review suggested changes and provide information resource support

B. Advise on Contractor's Financial Services Curriculum

Agency shall:

- (1) Review Contractor's current financial services curriculum and suggest edits that will increase consumers awareness of DFR's roles
- (2) Meet with Contractor's staff to review suggested changes and provide information resource support

### C. Financial Education Classes

Agency shall:

- (1) Be available as much as possible to serve as guest speaker or co-facilitators of, at minimum, two Contractor Financial Education classes, in person or virtual
- (2) Respond within one week to Contractor's request to serve as guest speaker or co-facilitator
- (3) When participating to serve as guest speaker or co-facilitators, review content with Contractor staff in advance

### D. Financial Empowerment Events

Agency shall:

- (1) Be available as much as possible to attend Contractor's Financial empowerment events and resource fairs, including homebuyer events
- (2) Respond within one week to Contractor's request to attend an event or fair
- (3) Provide current DFR branding collateral, including logos
- (4) When able to attend, be well prepared with outreach materials

### E. Panel Discussions

Agency shall:

- (1) Be available as much as possible to serve on Contractor's panel discussions on insurance or financial services
- (2) Respond within one week to Contractor's request to serve on a panel
- (3) Provide current DFR branding collateral, including logos
- (4) When able to attend, review content with Contractor staff in advance

### F. Social media

Agency shall:

- (1) Maintain active social media engagement with Contractor
- (2) At least once a year, recommend which web page Contractor should link to on the DFR website
- (3) Assist Contractor to stream DFR classes and events by providing links in advance

## SECTION 4: COMPENSATION & PAYMENT TERMS

**4.1** The maximum not-to-exceed (NTE) compensation available for Services is \$25,000.

**4.2** Agency agrees to pay Contractor as follows:

- A. \$8,300 no later than 30 days after Contract execution, or by January 31, 2023, whichever is later.
- B. \$8,300 no later than 30 days after Agency's receipt of the 2nd quarter reporting requirements.
- C. \$8,400 no later than 30 days after Agency's receipt of the final reporting requirements.

Sample

## Appendix A-1 Draft Sample Survey

### Statewide Outreach Sponsorship Program Pre and post survey of awareness of DFR

Below is a draft list of proposed survey questions. This is a draft only, but Agency anticipates the final survey to be very similar. Agency shall provide the final pre and post survey questions with the Contract.

#### Pre-test:

1. Are you familiar with an Oregon state agency available to help consumers with questions and assist them with complaints about insurance companies, insurance agents, and financial service companies?

(Likert-like scale: Not familiar, maybe, somewhat familiar, very familiar)

2. Have you heard of the Oregon Division of Financial Regulation (DFR)? (yes, no)

- a. If yes, how did you learn about DFR?

(options, in a class, at a presentation, ads, agent, social media, friend, family, other)

3. Have you heard of the DFR consumer advocacy unit? (yes, no)

4. If you had an insurance or financial services question or complaint, how likely would you be to contact the DFR consumer advocacy unit?

(Likert-like scale of 7, from very unlikely to very likely)

5. What barriers exist that make it unlikely that you would contact the Division of Financial Regulation for insurance or financial services help? Rank top 3

- Don't know how
- Don't trust government
- Don't want to officially complain
- Don't want insurance company to drop my policy
- Don't have time
- Don't care enough to do it
- It won't make a difference
- Other:

## Post-test:

1. Are you familiar with an Oregon state agency available to help consumers with questions and assist them with complaints about insurance companies, insurance agents, and financial service companies?

(Likert-like scale: Not familiar, maybe, somewhat familiar, very familiar)

2. Have you heard of the Oregon Division of Financial Regulation? (yes, no)

- a. If yes, how did you learn about DFR?

(options, in a class, at a presentation, ads, agent, social media, friend, family, other)

3. Have you heard of the DFR consumer advocacy unit? (yes, no)

4. If you had an insurance or financial services question or complaint, how likely would you be to contact DFR consumer advocacy unit?

(Liker-like scale of 7, from very unlikely to very likely)

5. What barriers exist that make it unlikely that you would contact the Division of Financial Regulation for insurance or financial services help? Rank top 3
  - Don't know how
  - Don't trust government
  - Don't want to officially complain
  - Don't want insurance company to drop my policy
  - Don't have time
  - Don't care enough to do it
  - It won't make a difference
  - Other:

## **Exhibit B Insurance Requirements**

### **1. INSURANCE REQUIREMENTS:**

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

### **2. WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

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

### **3. COMMERCIAL GENERAL LIABILITY:**                      **Required**    **Not required**

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

### **4. AUTOMOBILE LIABILITY INSURANCE:**                      **Required**    **Not required**

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$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 that the policy includes a business use endorsement is provided.

**5. PROFESSIONAL LIABILITY:**  Required  Not required

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

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

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

**7. EXCESS/UMBRELLA INSURANCE:**

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

**8. ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**9. WAIVER OF SUBROGATION:**

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

**10. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, (iii) The expiration of all warranty periods provided under this Contract.

#### **11. CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

#### **12. NOTICE OF CHANGE OR CANCELLATION:**

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

#### **13. INSURANCE REQUIREMENT REVIEW:**

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

#### **14. STATE ACCEPTANCE:**

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

### Exhibit C

## Independent Contractor Certification

**Contractor certifies he/she meets the following standards:**

1. If applicable, I am registered under ORS chapter 701 to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following):**

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

**Contractor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_