

REQUEST FOR PROPOSALS

For the period July 1, 2018 – June 30, 2019

(With option to extend)

PROFESSIONAL AUDIT AND RELATED FINANCIAL SERVICES

RELEASE DATE:
JANUARY 31, 2019

DUE DATE:
MARCH 1, 2019 5 PM PST



LANE WORKFORCE
P A R T N E R S H I P

Lane Workforce Partnership
1401 Willamette Street, Second Floor
Eugene, OR 97401
(541) 505-8674
www.laneworkforce.org

Lane Workforce Partnership is an equal opportunity employer / program. Auxiliary aids and services available upon request to individuals with disabilities.

Lane Workforce Partnership
REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL AUDIT AND RELATED FINANCIAL SERVICES

TABLE OF CONTENTS

- I) Introduction
 - A) General Overview
 - B) Proposal Timeline
 - C) Inquiries
 - D) Required Submittals Checklist

- II) Description of Lane Workforce Partnership
 - A) General Background
 - B) Federal Awards
 - C) Accounting System
 - D) Cognizant Federal Agency

- III) Nature of Services Required
 - A) Scope of Audit
 - B) Auditing Standards
 - C) Reports Required
 - D) Modifications to Original Scope of Work
 - E) Working Paper Retention and Access

- IV) Proposal Requirements
 - A) General
 - B) Conflict of Interest
 - C) Mandatory Requirements
 - D) Technical Proposal
 - E) Cost Proposal
 - F) Content and Format

- V) Evaluation Procedures
 - A) Review of Proposals
 - B) Evaluation Criteria
 - C) Oral Presentations
 - D) Appeal of Award

- Exhibit A – Mandatory Requirements
- Exhibit B – Technical Requirements
- Exhibit C – Unit Cost Consideration
- Exhibit D – Proposal Response Form
- Exhibit E – Sample Contract Agreement for Professional Audit Services

I) Introduction

A) General Overview

Lane Workforce Partnership (LWP) is soliciting proposals from qualified certified public accounting firms to conduct the annual independent audit of the organization's financial transactions, prepare financial reports and supplementary information, and express an opinion on the fairness of the presentation of LWP's financial statements, individual funds and component units. The contract period for this engagement will be for the fiscal year ending June 30, 2019, with an option to extend for each of the four (4) subsequent fiscal years through June 30, 2023.

These audits are to be performed in accordance with:

- generally accepted auditing standards,
- the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2011),
- U.S. Office of Management and Budget (OMB) 2 CFR 200 requirements

There is no expressed or implied obligation for LWP to reimburse firms for any expenses incurred in preparing proposals in response to this request.

To be considered, email your proposal to fiscal@laneworkforce.org by 5:00 PM, on March 1, 2019. All proposals are to be clearly labeled "RFP Audit Proposal", and contain separate documents, clearly labeled "Technical Proposal" and "Cost Proposal".

LWP reserves the right to reject without prejudice any or all proposals submitted.

An Audit Committee selected by LWP will evaluate proposals submitted.

During the evaluation process, LWP reserves the right to request additional information or clarification from responding firms, or to allow corrections of errors or omissions, when it may serve the best interest of LWP. Firms submitting proposals may be requested to make oral presentations as part of the evaluation process at the discretion of LWP.

LWP reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between LWP and the firm selected.

It is anticipated the selection of a firm will be completed by May 16, 2019 with notification of the selected firm. It is expected a contract will be executed between both parties by June 30, 2019.

B) Proposal Timeline

Issue Date	January 31, 2019
RFP Contact Info	fiscal@laneworkforce.org
Deadline for Written Questions	February 22, 2019 5 PM
Deadline for Proposals	March 1, 2019 5PM
Possible Interviews	April 15, 2019
Notification of Award	May 16, 2019

Deadline for Appeals	Five business days following actual Notification of Award
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C) Inquiries

Any inquiry related to this RFP must be submitted electronically via our website at <http://www.laneworkforce.org/about/contact-us/> or by email to info@laneworkforce.org. Questions will not be answered over the phone. Questions received by February 22, 2019 will be responded to by Monday, February 25, 2019 via posting on the question and answer page on the LWP website: www.laneworkforce.org.

Bidders are responsible to check the web page frequently to stay connected and apprised throughout the process.

D) Required Submittals Checklist

For consideration, respondent(s) shall return:

- Mandatory Requirements of the Proposal (Exhibit A)*
- Technical Requirements of the Proposal (Exhibit B)*
- Unit Price Consideration (Exhibit C)*
- Proposal Response Form (Exhibit D)*

II) Description of Lane Workforce Partnership

A) General Background

LWP is a 501(c)(3) nonprofit organization whose mission is to meet the workforce needs of employers and individuals through partnerships and innovation in Lane County.

As the recognized Local Workforce Board organized under the Workforce Innovation and Opportunity Act (WIOA), LWP has a 25-member board of directors representing private industry, labor, educational institutions, local government, and service agencies creating an effective partnership between businesses and workforce providers.

LWP is also an ORS 190 organization formed by intergovernmental agreement between Lane County and the cities of Eugene, Springfield, Florence and Cottage Grove.

LWP's primary sources of funds are federal and state and consistent with this funding, LWP utilizes fund accounting principles more closely resembling a traditional local government than a non-profit organization.

B) Federal Awards

During fiscal year 2017-2018, LWP reported over \$3.5 million in federal financial assistance on the LWP Schedule of Expenditure of Federal Awards (SEFA) from the following federal programs:

<u>Programs</u>	<u>CFDA No</u>
USDOL WIOA Adult Programs	17.258
USDOL WIOA Youth Activities	17.259
USDOL WIOA Dislocated Workers	17.278
H-1B Job Training Grants American Apprenticeship Initiative Grant	17.268
Reentry Employment Opportunities LEAP	17.270
USDOL WIF Rethinking Job Search	17.283

C) Accounting System

LWP uses Abila MIP Fund Accounting software to maintain its general ledger, budget and accounts payable functions, and utilizes the accrual accounting method.

D) Cognizant Federal Agency

LWP has determined that the U.S. Department of Labor will function as the cognizant agency in accordance with the provisions of regulations set forth in 2 CFR 200.

III) Nature of Services Required

A) Scope of Audit

LWP has engaged Jones and Roth, P.C., 260 Country Club Road, Suite 100, Eugene, Oregon 97401, as its independent auditors for the last five years. The most recent audit can be found at www.laneworkforce.org.

The auditor will express an opinion on the fairness of the presentation of LWP's general purpose financial statements, individual funds and component units, in conformity with generally accepted accounting principles, as outlined in **III.B.** below:

The auditor will provide LWP with financial and supplementary reports, as outlined in **III.C.** below:

1. The auditor shall audit all of the books, records, funds, and all other financial documents and information of LWP in order to express an opinion as to the statement of financial position, statement of activities, statement of functional expenses and statement of cash flows of the various funds and account groups of LWP in conformity with generally accepted accounting principles.
2. The audit shall be conducted in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and applicable provisions of 2 CFR 200.
3. At the close of the annual audit, the auditor shall conduct an exit interview with LWP management staff and provide a summary of any recommendations for improvement of procedures and practices or internal accounting control.
4. The auditor and LWP shall have a mutually agreed upon schedule of audit activities and timelines. LWP records will be available for preliminary work by September 15.
5. The audit shall be completed by the auditing firm no later than December 15 each year, including notification of any required audit adjustments. Final auditor opinions, reports and findings shall be provided to LWP no later than January 1.
6. The firm's partner and/or audit manager shall attend and present the audit report at the LWP Executive Board meeting each January.
7. The auditor shall have staff available to answer questions on fiscal matters that may

come up during the course of the fiscal year.

B) Auditing Standards

To meet the requirements of this RFP, the audit shall be performed in accordance with: generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011), the provisions of U.S. Office of Management and Budget (OMB) 2 CFR 200.

C) Reports Required

Following the audit of the fiscal year's financial statements the auditor shall prepare and issue:

1. Financial statements with audit reports and supplemental information for LWP, as of and for the year ended June 30, 2019.
2. Schedule of Expenditures of Federal Awards.
3. Report on internal accounting controls at the general purpose financial statement level and the federal assistance program level.
4. Report on compliance at the general purpose financial statement level and with laws and regulations relating to general and specific requirements of LWP major federal assistance programs in accordance with 2 CFR 200 and pronouncements of the U.S. Departments of Labor, the Oregon Higher Education Coordinating Commission Office of Workforce Investments and other governmental institutions, including all compliance requirements of the Workforce Innovation and Opportunity Act.
5. Form 990 Organization Exempt from Income Tax and Form CT-12 Annual Report – Charitable Organizations for filing with the Internal Revenue Service and the State of Oregon.
6. Letter to Management and the Board of Directors to communicate any weaknesses noted in the systems of internal accounting control, compliance with laws and regulations or in other financial management practices, and to provide any other meaningful related advice.
7. Report to the Board of Directors in accordance with U.S. Auditing Standards, including comments on the auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting estimates, significant audit adjustments, and major issues discussed with management.
8. Provide periodic written notices interpreting accounting principles or regulatory pronouncements that may affect LWP financial statements.
9. Deliver appropriate presentations to LWP management and Board of Directors following the conclusion of the audit, discussing results of the audit, findings, recommendations and relevant performance trends.

All report preparation, proofreading, printing, and binding shall be the responsibility of the auditor.

Irregularities and illegal acts: auditors are required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- U.S. DOL Office of Inspector General Hotline at (800) 347-3756
- Regional (Oregon) Office of Inspector General Hotline at (877) 678-4222
- LWP Executive Board and Council – member information listed at www.laneworkforce.org

D) Modifications to Original Scope of Work

The proposal shall contain provisions to the effect that in the event circumstances disclosed by the audit indicate that a more intensive and detailed examination is required in addition to that which would be sufficient under normal circumstances, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the additional services to LWP. Any fees relating to such extensions of examination procedures are to be considered as additional fees subject to negotiation and are not included within the scope of services to be performed under the original contract.

Contract award is conditioned on the availability of federal funds in WIOA and is subject to termination due to lack of funds or authorization. LWP will promptly provide the firm with notice of any funding or regulatory changes.

E) Working Paper Retention and Access

All working papers and reports must be retained at the auditor's expense, for a minimum of six (6) years, unless the firm is notified in writing by LWP that there is a need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- U. S. Department of Labor;
- U. S. General Accounting Office;
- Parties designated by Federal or State governments or by LWP as part of an audit quality review process; and
- Auditors of other entities of which LWP is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

IV) Proposal Requirements

A) General

Proposals shall be firm, may not be modified or withdrawn, for a period of sixty (60) days after the RFP closing date.

B) Conflict of Interest

Respondent certifies, by submitting a proposal in response to this Request for Proposal, that it is prohibited from accepting, directly or indirectly, rebate, gifts, money, service,

promise of contract for future award or compensation from any person to whom any contract, service, or purchase order is awarded in which the LWP is involved or interested.

C) Mandatory Requirements

The purpose of the Exhibit A-Mandatory Requirements is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of LWP, in conformity with the requirements of this RFP. The Mandatory Requirements should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR COSTS INCLUDED IN THE MANDATORY REQUIREMENTS DOCUMENT.

D) Technical Proposal

The Audit committee will use the technical criteria and guidelines to determine which respondents may best meet LWP's needs. Evaluation criteria are broken down into three (3) major categories: General, Personnel, and Services.

E) Cost Proposal

The Cost Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

LWP will not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs should not be included in the proposal.

1. Schedule of Rates:

The Cost Proposal includes a schedule detailing rates by partner, specialist, supervisor and staff levels; the hours anticipated for each; and the extended amounts, presented in the format provided in Exhibit C, to support the total maximum price.

2. Travel and Out of-pocket expenses

Out of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at rates no higher than those used by LWP for its employees. All expense reimbursements shall be included in the total maximum price submitted by the firm.

3. Contract Renewal Rates:

As the contract is renewed for each additional one-year period, the fees will be negotiated based on the actual costs of the 2018-2019 audit and any additional, pertinent information either LWP or the firm may have received.

4. Additional Services:

If it should become necessary for LWP to request the auditor to render any additional services to either supplement the services requested in this RFP or as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between LWP and the firm. Any such additional work agreed to between LWP and the firm

shall be performed at the same rates set forth in the schedule of fees and expenses included in the Cost Proposal.

5. Progress Payments:

Progress payments may be requested on the basis of hours of work completed during the course of this engagement and out-of-pocket expenses incurred, in accordance with the firm's cost proposal. Interim billing shall cover a period of not less than one calendar month.

F) Content and Format

The cost proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, organization, and clarity of content.

V) Evaluation Procedures

A) Review of Proposals

LWP staff will first review the proposals to confirm whether each respondent has met all mandatory requirements, and whether there are signed copies of all the standard documents. Only those proposals, which appear to meet all mandatory requirements will be further considered.

All qualifying proposals will then be evaluated and scored by each member of the Audit Committee based upon the Technical Requirements identified in this RFP. The Audit Committee will convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with unacceptably low technical scores may be eliminated from further consideration.

The cost proposals will then be reviewed and additional points added to the technical scores in accordance with the evaluation criteria.

Award of the contract will be made to the most responsive and responsible respondent as determined by the LWP Executive Board based upon the recommendation of the Audit Committee.

Any contact during the RFP evaluation process, or attempt to have contact with the Audit Committee, where it is unsolicited by the Committee's members, will result in disqualification of your proposal.

B) Evaluation Criteria

All Mandatory Requirements must be met in order to qualify for consideration.

Points for Technical and Cost Requirements Criteria will be awarded as follows:

Section 1: General	40 Points
Section 2: Personnel	80 Points
Section 3: Services	60 Points
Overall Quality of Proposal	20 Points
Unit Price Consideration	<u>100 Points</u>
Total Points Available	300 Points

- 81 to 100%:** Excellent; provides lots of good material and discusses different approaches. Submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.
- 61 to 80%:** Above average; exceeds minimum in some areas. Very good probability of success. Achieves all objectives in a reasonable fashion.
- 41 to 60%:** Acceptable; meets minimum requirements. Has reasonable probability of success. Some objectives may not be met.
- 21 to 40%:** Fair; partially unresponsive. Falls short of expectations and has a low probability of success.
- 1 to 20%:** Inadequate; fails to meet perceived needs. Submission fails to meet requirements and the approach has no probability of success.
- 0%:** Non-responsive; not addressed in Proposal.

Evaluation of cost

The Audit Committee will determine the Cost Points of the offer/proposal using the following formula:

Points awarded for the not to exceed cost = $(A \div B)$ multiplied by N

- A = Cost of lowest valid proposal
- B = Cost of proposal being scored
- N = Number of points allocated to cost

C) Oral Presentations

Respondent will need to be available for a possible oral presentation if requested by the Audit Committee. The oral presentation will be for clarification of the proposal only and will not be additionally scored.

D) Appeal of Award

The following process has been established to address appeals:

- The appeal must be due to what the respondent considers a flaw in the Audit Committee’s award recommendation process.
- The firm filing the appeal must specify the basis of the appeal and provide an alternative. Proposal rating scores may not be appealed. The mere fact that a proposal was not recommended for award is also not open to an appeal, nor is a complaint about the amount of the award granted. The appeal must be a violation of the process established for this solicitation.
- The appeal must be submitted in writing to Sue Thompson, Director of Workforce Investments, LWP via email at sue@laneworkforce.org within 5 calendar days of the contract award notification.
- LWP will issue a decision on appeals within 7 calendar days of receipt.

EXHIBIT A

MANDATORY REQUIREMENTS OF THE PROPOSAL

M.1 Proposal shall be submitted by email to fiscal@lanetworkforce.org clearly marked “**RFP Audit Proposal**” and submitted by the date and time and in the manner prescribed in the Public Notice contained within this RFP.

M.2 Exhibit D-Proposal Response Form must be submitted and signed by an authorized agent of the firm.

M.3 Respondent shall present evidence that its firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this RFP. Provide a minimum of three (3) references, where work was performed within the last three (3) years, that you judge to be of similar scope and complexity. Include the name, position, telephone number, and email address of a contact person.

Those Respondents earning the highest points for technical qualifications and cost may have their references checked and assessed against the established evaluation criteria contained herein. LWP will not enter into contract negotiations with any Respondent whose references are found to be unsatisfactory; negative comments may be reviewed by the Respondent, at the Audit Committee’s discretion.

References to entities which are owned by the Respondent, or are owned by an entity which also owns significant interest in the Respondent, are not acceptable and do not comply with the requirement of this subsection.

The Audit Committee reserves the right to investigate and consider all information provided in response to the RFP, including, without limitation: any customer references, whether or not furnished.

M.4 LWP and the individual auditors shall maintain an independent attitude and appearance. Provide a statement that the firm and its individual team members are independent of LWP.

M.5 The firm shall disclose any judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization. If no such conditions exist, so indicate.

M.6 The firm shall supply a brief description of their firm and of the parent corporation, if any.

M.7 The firm shall include a statement that senior audit personnel assigned to this audit are licensed by the Oregon State Board of Accountancy that none of these individuals have been disciplined by the State's licensing board for performing substandard work within the past two years.

M.8 The firm shall provide proof that it participates in an external quality control review (peer review) program by submitting a copy of their latest peer review report.

M.9 The firm shall identify the partners and managers who would be responsible for the audit and provide resumes for each of them.

M.10 The firm shall provide a list of clients they have lost in the past five years and the reasons for the losses, including contact person and phone number. The Audit Committee reserves the right to investigate any client references, whether or not furnished by the proposed as well as past performance of any proposed, with respect to its successful performance of similar service, compliance with specifications and contractual obligations, and its completion or delivery of a product/service on schedule. If no such conditions exist, so indicate.

EXHIBIT B

TECHNICAL REQUIREMENTS OF THE PROPOSAL

The Audit Committee will use the following criteria and guidelines to determine which proposal may best meet LWP's needs. Evaluation criteria are broken down into three (3) major categories: General, Personnel, and Services.

D.1 General	POINTS AVAILABLE
D.1.a What do you believe the strengths of your firm are with regards to the requested services?	10
D.1.b Please detail your firm's customer service philosophy.	10
D.1.c Describe the procedures your firm will use to develop and communicate with LWP's fiscal personnel with regard to: <ul style="list-style-type: none"> D.1.c.1 Suggested and/or required audit adjustments. D.1.c.2 Recommendations to LWP management personnel. D.1.c.3 Weaknesses noted in internal controls, accounting systems, and compliance with laws and regulations. 	10
D.1.d Does the structure of your firm include any woman and/or minority owners? If so, please describe.	10
D.2 Personnel	POINTS AVAILABLE
D.2.a Provide a history of your staff's longevity.	10
D.2.b Indicate the number of personnel that would be assigned to the audit and their associated responsibilities.	10
D.2.c Provide details of the non-profit auditing experience for the personnel that would be assigned to the audit, including number of years of experience.	20

D.2.d As an organization charged with serving the public interest, LWP is required to adhere to the ethical principles required by the Government Auditing Standards (the public interest; integrity; objectivity; proper use of government information, resources and positions; and professional behavior). Describe how your firm enforces these requirements?	20
D.2.e Summarize your firm’s policy regarding the degree of participation of senior audit personnel that will be assigned to this engagement? What do you anticipate the frequency of their contact with LWP personnel will be?	10
D.2.f Describe how your staff maintains professional proficiency? What is your firm’s professional development policy?	10
D.3 Services	POINTS AVAILABLE
D.3.a Describe the firm’s knowledge and recent experience in auditing Federal, State, and Local Government grants, including 2 CFR 200.	20
D.3.b Describe the firm’s knowledge and experience in preparing financial statements for ORS 190 organizations.	10
D.3.c Describe your firm’s approach to assessing control risk in small non-profit organizations.	10
D.3.d Detail the scope of work and related time frames that you will require LWP’s staff to perform enabling you to deliver the final auditor opinions, reports and findings due no later than January 1.	10
D.3.e Provide any additional policy, procedure, practice or idea your firm has (that is not covered in this RFP) which you feel would add value to LWP’s audit process.	10

Exhibit E – Sample Contract Agreement for Professional Audit Services

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is between **Lane Workforce Partnership**, an ORS 190 Oregon Nonprofit Corporation, hereafter called LWP, and XXXXXX, hereafter called CONTRACTOR. In the event of any conflict between the stated provisions of this contract and its attached documents, the provisions of this contract shall control.

THE PARTIES AGREE:

1. **Description of Services and Deliverables** — Refer to Exhibit A: Statement of Work.
2. **Acceptance** — Acceptance under these contract terms is defined as written notification from LWP of receipt of a satisfactory work product. Written notification may be in the form of electronic communication and may come from LWP staff assigned oversight for the contracted work.
3. **Term** — Services will begin July 1, 2019 and terminate upon completion and acceptance of the deliverables outlined within this contract, but no later than June 30, 2020 unless earlier termination as provided for in Section 9 herein.
4. **Compensation** — Payment amount not to exceed \$XXXX. Refer to Exhibit A Statement of Work for details and limitations. Payments shall be made as invoiced upon completion and acceptance by LWP of the deliverables.

CONTRACTOR shall submit an invoice to LWP itemizing deliverable addressed with dates, amounts, and rates applied if applicable. Invoices must be submitted monthly. Payment shall be processed in the normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing.

Final payment shall be invoiced within 30 days of completion and acceptance of all deliverables. The maximum amount payable by LWP to the CONTRACTOR shall not exceed the contract total.

5. **Independent Contractor Status** — CONTRACTOR is an independent contractor and is not an employee of LWP. CONTRACTOR is responsible for all federal, state and local taxes, employee benefits, Worker's Compensation coverage, and fees applicable to services provided under the terms of this agreement.
6. **Subcontracts and Assignment** — CONTRACTOR shall neither subcontract with others for any of the services prescribed herein nor assign any of CONTRACTOR rights acquired hereunder without the prior written consent of LWP. LWP is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
7. **Access to and Retention of Records** — LWP's authorized representatives shall have access to the documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purpose of process documentation or making audit, examination, excerpts and transcripts.

Documents, papers and records directly pertinent to this contract must be retained for the longer of six (6) years or a specific date communicated by LWP at any time during the six (6) year period. Retention period begins with the termination of the contract.
8. **Ownership of Work Product** — All work products of the CONTRACTOR which result from this contract are the exclusive property of LWP.
9. **Early Termination** — This contract may be terminated by mutual consent of both parties, or by either party upon 30 days written notice. In the case of CONTRACTOR breach of the terms of this agreement, LWP may terminate or modify this contract, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as LWP may establish in such notice.
10. **Compliance** — CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, rules, policies, and procedures, as well as the terms of this agreement. If CONTRACTOR is a Contracting agency as defined by ORS 279A.010(b), or will be providing services to a public body as defined by ORS 279A.010(y), then CONTRACTOR shall comply with all requirements of ORS 279B.020 and 279B.200 to 279B.240 applicable to personal services contracts in the performance of services under this Agreement.

11. **Security of Information**

Breach Notification — Any Contractor who becomes aware of any potential or actual breach of a document or electronic file containing personally identifiable information will immediately notify LWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

Ownership — CONTRACTOR acknowledges that, in the course of performing the Services under this Agreement, he/she will have access to, and become conversant with, certain Confidential Information of LWP, the ownership and confidential status of which are highly important to LWP, and that it would be unfair and irreparably damaging to LWP for CONTRACTOR to disclose or use any of such Confidential Information. CONTRACTOR acknowledges and agrees that all Confidential Information is and shall continue to be the exclusive and permanent trade secret and proprietary property of LWP, whether or not prepared in whole or in part by CONTRACTOR, and whether or not disclosed or entrusted to CONTRACTOR in connection with the performance of the Services under this Agreement.

Covenants of Non-Disclosure and Non-Use — CONTRACTOR agrees that he/she will maintain the confidentiality of all Confidential Information, and will not, during the term of this Agreement or thereafter, reveal, communicate or disclose any Confidential Information, directly or indirectly, under any circumstance or by any means, to any person, entity or third party. CONTRACTOR agrees to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality. CONTRACTOR further agrees that he/she will not, during the term of this Agreement or thereafter, directly or indirectly, copy, reproduce, summarize, quote or make any commercial or other use whatsoever of any Confidential Information, except as may be necessary to perform the Services under this Agreement.

Return of Confidential Information — CONTRACTOR agrees, upon termination of this Agreement, or otherwise as requested by LWP, to promptly deliver to LWP all documents or other materials containing, reflecting or constituting Confidential Information that may be in his/her possession or under his/her control, together with CONTRACTOR's written certification of compliance. CONTRACTOR shall not retain any copies, extracts or other reproductions, in whole or in part, of any Confidential Information, and shall destroy all electronic documents, memoranda, notes and other writings whatsoever prepared by CONTRACTOR based on the Confidential Information.

Remedies; Equitable Relief — CONTRACTOR acknowledges that a breach of any of the provisions of this Section 11 will cause LWP irreparable and continuing injury and damage, for which there will be no adequate remedy at law. By reason thereof, CONTRACTOR agrees that LWP shall be entitled, in the event of a breach or threatened breach of the provisions of this Section, to specific performance, including immediate issuance of a temporary restraining order and/or preliminary or permanent injunctive relief enforcing this Agreement, without the necessity of proof of actual damages and without posting bond for such relief, in addition to any and all other remedies provided by applicable law or equity.

12. **Non-Discrimination** — CONTRACTOR agrees to comply with all applicable requirements of federal and state employment law, civil rights and rehabilitation statutes.
13. **Indemnification** — The CONTRACTOR agrees to indemnify, defend, and hold LWP and its agents, officers, and employees harmless and defends all damages, losses, and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the CONTRACTOR's performance of or failure to perform this contract. Either party to this subcontract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees or agents. Further, LWP's liability hereunder shall be limited to the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act.
14. **Insurance** - Unless otherwise modified by LWP, the CONTRACTOR shall provide all insurance as stipulated in this section. CONTRACTOR shall not commence any work until CONTRACTOR obtains, at CONTRACTOR's own expense, all required insurance as specified below. Such insurance must have the approval of LWP as to limits, form, and amount. The types of insurance CONTRACTOR is required to obtain or maintain for the full period of the contract are as follows:
 - a. Professional Liability insurance with limits no less than \$1,000,000;
 - b. Automobile Liability Insurance, comprehensive form, in adherence with Oregon Motor Vehicle Law when using motor vehicles in performance of actions authorized under this contract;
 - c. Worker's compensation coverage consistent with the laws of the State of Oregon.
 - d. Additional Insured's Clause. The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane Workforce Partnership, Lane County, the Cities of Eugene, Springfield, Cottage Grove and Florence, their Commissioners, officers, agents and employees as additional insured's with respect to the activities performed under this contract.
15. **Modifications** — LWP may unilaterally modify or terminate this contract if its grants are suspended, reduced, or terminated before or during the contract period, or in order to accommodate any change in the Workforce Investment

Act, the Workforce Innovation and Opportunity Act or in the interpretation of either of the Acts, or in any applicable local, State, or Federal laws, regulations, rules, policies, or grant terms.

LWP may unilaterally modify this contract whenever such action may be required by significant changes in LWP priorities, as indicated by direct action of the Board of Directors of LWP. In this event, notification of intent shall be provided to CONTRACTOR no less than thirty (30) calendar days prior to the effective date of the modification.

16. **Notices** — All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first class U.S. mail postage pre-paid, and addressed to the contact information outlined in this contract.
17. **Signatures** — LWP and CONTRACTOR, by signature below, hereby agree to be bound by all the terms and conditions of this contract. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.
18. **Waiver** — Waiver of any default under this contract by LWP shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this contract.
19. **Governing Law** — The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and, rules of LWP, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this contract must be brought in Lane County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
20. **Severability** — If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.
21. **Merger Clause** — This contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this contract are contained in this contract. No waiver, consent, modification or change in the terms of this contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.