

W76
04-6-30-1

AGENDA COVER MEMORANDUM

AGENDA DATE: June 30, 2004

TO: LANE COUNTY BOARD OF COMMISSIONERS

FROM: Don Hampton, Chair, Economic Development Standing Committee

PRESENTED BY: Peter Thurston, Community and Economic Development Coordinator

AGENDA ITEM: ORDER/ IN THE MATTER OF APPROVING A REQUEST FOR PROPOSAL FORMAT FOR STRATEGIC INVESTMENT ECONOMIC DEVELOPMENT PROJECTS

I. MOTION

IT IS MOVED THAT THE ORDER BE ADOPTED IN THE MATTER OF APPROVING A REQUEST FOR PROPOSAL FORMAT FOR STRATEGIC INVESTMENT ECONOMIC DEVELOPMENT PROJECTS

II. ISSUE OR PROBLEM

Shall Lane County adopt a request for proposal format for FY 2004-05 focused on business development and workforce development, including an open proposal cycle to encourage time-sensitive proposals that create or retain family-wage jobs or increase workforce skill development for jobs with career paths?

III. DISCUSSION

A. Background.

In May 2001, Lane Manual Chapter 4.100 (Attachment A) took effect defining economic development practices and describing a process for distributing video lottery economic development funds through strategic investment and general allocation programs. In FY 2002- 03, \$986,553 was awarded to eleven projects in the strategic investment program. Four projects were awarded in the 2003-04 Initial Proposal Cycle, expending the full amount in the project budget - \$337,045. Additionally, two projects equaling \$190,00, were awarded in May 2004 from reserve funds for a total award of 2003-04 Strategic Investment

funds in FY 2003-04 of \$527,045. The Economic Development Standing Committee (EDSC) to the Board of County Commissioners oversees the economic development video lottery funding and recommends expenditures to the budget committee and board. After reviewing budget priorities and contract results in the past year, the EDSC recommended a budget of \$200,000 for strategic investment projects in FY 2004-05, with the balance of \$434,914, as shown in Attachment B.

B. Analysis.

The RFP format and proposal process are substantially the same as 2003-04 request for proposals. Updates in information include: economic data (Attachment C) from the Oregon Benchmarks, change in the amount available from \$337,000 to \$200,000 this year, change of the points threshold to 80 percent, addition of the lay-citizen member of the rating/ranking committee and elimination of an appointed management/administration staff project rater/ranker, elimination of a second Open Proposal Cycle, new RFP dates, schedules, and updated contracting information.

The focus continues to be on the creation of family-wage jobs through business development and workforce development. Applicants must tie their activities to Lane County economic development strategic goals, Oregon Benchmark outputs and outcomes, and local economic development plans.

The point assignments for rating proposals remain the same as this past year and are listed in Part 12 of the RFP.

Project awarded in 2002-03 RFP process have completed their projects and are about done with presentations to the Economic Development Standing Committee. The 2003-04 RFP resulted in four awards from the Initial Proposal Cycle and two awards from the Open Proposal Cycle. The four initial proposals are reporting their results and will complete their scopes of work later this calendar year. One of the other two awards (Western Shelter Systems - \$90,000) is likely not to meet grant conditions and the business development revolving loan fund award contract is in process.

The past year the State capped the video lottery funding to counties at the level of funding in the biennium, which is \$945,000 per year for Lane County, as shown on the video lottery budget (Attachment B). The EDSC recommended increasing the reserve account and placing more funds in contingency against the unknowns of a fixed funding amount. In past years there has been steady increase in economic development video lottery funds distributed to counties.

The ORDER approves the form and process for the RFP, subject to County Counsel final review. The County Administrator is authorized to release the RFP.

C. Alternatives/Options.

The Board may:

- 1) Approve the ORDER approving the RFP and directing that it be released after legal counsel final review, or
- 2) Request more information or specify conditions of approval, or
- 3) Decide not to approve and release the RFP.

D. Recommendations.

Number 1 is recommended, to approve the form and authorize release upon final review by legal counsel.

E. Timing. The schedule for receiving proposals and considering project awards from the Initial Proposal Cycle is described in the RFP, with contracts possible in September or October 2004. Additionally, the Open Proposal Cycle remains available to December 31, 2004.

IV. IMPLEMENTATION/FOLLOW-UP

Upon approval of the Board, the RFP will be finalized, advertisement will be published, and notice will be provided to interested parties.

ATTACHMENTS

ORDER

A – Lane Manual Chapter 4.100

B – EDSC recommended economic development video lottery budget

C – Economic Development Strategic Investment Request for Proposal (RFP)

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IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER NO.) **IN THE MATTER OF APPROVING A REQUEST**
) **FOR PROPOSAL FORMAT FOR STRATEGIC**
) **INVESTMENT ECONOMIC DEVELOPMENT**
) **PROJECTS**

WHEREAS, Lane County receives video lottery funds from the state lottery program that are specifically dedicated to economic development; and

WHEREAS, Lane Manual Chapter 4.100 defines economic development and describes a process for allocating a portion of economic development funds for strategic investment projects; and

WHEREAS, the Economic Development Standing Committee (EDSC) to the Board of County Commissioners recommends that the focus of strategic investment projects in FY2003-04 be on business development and workforce development; now, therefore, **IT IS HEREBY**

ORDERED that the Lane County 2004-05 Economic Development Request for Proposal format is hereby approved for release in substantial conformance with the draft, subject to review and approval of the form by County Counsel; and it is

FURTHER ORDERED that the County Administrator is authorized to release the RFP.

Signed this 30^h day of June, 2004.

Bobby Green Sr., Chair
LANE COUNTY BOARD OF COMMISSIONERS

Chapter 4

VIDEO LOTTERY ALLOCATION POLICY

4.100 Purpose. The Video Lottery Allocation policy reaffirms the philosophy that video lottery receipts must be applied to programs and activities

which support economic development in Lane County. Video lottery revenue is received from the State of Oregon as a transfer from the Oregon State Lottery Fund. The Oregon State Lottery Fund is governed by Oregon Constitution, Article XV Section 4. This policy defines economic development activities for Lane County and provides guidance for strategic allocation of video lottery funds to economic development programs and activities. This policy reaffirmation is the basis for all video lottery allocation decisions. The intent of the policies is to encourage partnerships between the County, communities within the county and other parties directly involved in activities, which meet one or more of the four development categories defined below for Lane County citizens.

4.105 Definition of Economic Development. Economic development is a program, a group of policies, and/or activity that seeks to improve the

economic well being and quality of life for a community. Ideally, it will create and retain jobs and provide a stable tax base. In order to create an effective program that works to improve the local economy, the County will consider any one or all of the following categories of development, based on the geography, economy, and policies of local jurisdictions including unincorporated areas:

(1) Organizational Capacity Development. Develop capacity to address the economic development needs of the community. Enhance the ability to develop strategies, raise funds, and work in a more efficient manner with partners (e.g., committees, commissioners and forums).

(2) Community Development. Investments to include but not be limited to infrastructure, downtown areas, gateways, business parks, speculative buildings and/or public/private partnership opportunities.

(3) Business Development. Programs that encourage business growth and investment such as business attraction, retention and expansion, tourism, and start-up and emerging businesses.

(4) Workforce Development. Partnerships between business, education and government that build the skills of the local workforce.

4.110 Allocation. Within the above definition, the revenues derived from the State's 2.5% video lottery distribution shall be allocated between two economic development categories. Through the annual budget process, the Board shall appropriate a maximum of 50% of the annual receipts to general allocation programs and the remainder (50% minimum) of the annual receipts for economic development strategic investment projects. All (100%) of unspent monies from previous years shall be appropriated for economic development strategic investment projects.

(1) Category 1 - General Allocation for Economic Development Program. Up to half (50%) of the County's annual receipts from video lottery revenue shall be allocated to the Category of General Allocation Economic Development Program. The purpose of the General Allocation is to pay for ongoing County programs and services which meet the adopted definition of economic development. The rationale is that citizens, tourists, employees and potential business owners shall benefit from a stable economic base, prepared and ready workforce, nurturing atmosphere for business growth and investment and consistent and knowledgeable development staff. Guidelines for the General Allocation for Economic Development Program shall be:

(a) The cost of administering the video lottery receipts shall be paid with video lottery funds from the General Allocation category.

(b) A working capital reserve for General Allocation programs may be maintained.

(c) The County may continue to participate in forums for exchanging ideas and addressing the economic development needs of the County.

(d) The County may contract with other agencies for the purpose of community/county promotion, marketing/recruitment, and other economic development support services, the sole purpose of which is to build capacity over time and increase and/or stabilize the economy of the County and its citizens.

(e) The County may maintain or hire County staff internally or contract with other agencies to provide economic development support services to the county and/or communities within the county.

(2) Category 2 - Economic Development Strategic Investment Program. The County shall establish the "Economic Development Strategic Investment Program." The purpose of this category is to assist communities to pro-actively leverage video lottery dollars through public-private partnerships that will make a measurable difference in the economic growth and stability of Lane County. This program shall be capitalized annually with a minimum of 50% of the new video lottery revenue received each year from the Oregon State Lottery Commission's transfer to counties for economic development activities. In addition, all revenue unspent in previous years will be added to this category. General guidelines for this category shall be:

(a) Any activity or project supported by this program must demonstrably and directly increase the chance of making a measurable difference to the economy of Lane County and its citizens.

(b) Projects are expected to have some financial support other than video lottery money.

(c) Allocations toward projects or facilities identified in a recognized capital improvement plan (e.g., the County, community within the county or economic development organization's capital improvement plan) shall receive priority consideration.

(d) Projects that require multi-year commitments may be funded.

(e) Allocations shall be made by the Board upon the advice of the Economic Development Standing Committee, after review and comment by the Lane Economic Committee.

(f) No obligation shall exist to recommend an annual expenditure from this category. Projects should only be recommended for funding if they substantially meet the general guidelines and can demonstrate a direct impact on economic development of the community. Some or all of the funds may be carried over in any year for larger allocations in a later year.

(g) The cost of administering the Economic Development Strategic Investment program shall be paid with video lottery funds from the economic development strategic investment category.

Video Lottery Allocation Matrix FY 2004-05

Allocation	FY 2004-05 Budget	Strategic Investment					General Allocation			
		Organizational Capacity Development	Community Development	Business Development	Workforce Development	Strategic Reserve	Organizational Capacity Development	Community Development	Business Development	Workforce Development
Revenue										
Current Year Video Lottery	945,000									
Current Year Investment Earnings	3,000									
Strategic Opportunity Reserve	363,326									
Total Video Lottery Revenue	1,311,326									
Community & Economic Development - Staff	102,004	76,503				25,501				
EDSC Strategic Activities - Intern Staff	24,875	24,875								
County Dues & Memberships:										
Metro Partnership	100,000			100,000						
Soils	14,000					14,000				
OCZMA	8,500	2,231				6,269				
Southern Willamette Research	275	275								
Cascade RC&D	400	400								
LCOG Dues	35,526					35,526				
County Dues & Memberships sub total	158,701	2,906	0	100,000	0	25,792	0	0	0	
Economic Development Reserve	434,914									434,914
General Expense - County Indirect	4,997	4,997								
Strategic Investment Projects	200,000									200,000
Strategic Investment Project sub total	200,000	0	0	0	0					200,000
General Allocation:										
Youth Services -	104,000									104,000
LMD - Long Range Planning	135,025							135,025		
Sheriff's Office:	152,179									152,179
County Department sub total	391,204							135,025		236,179
TOTAL DISTRIBUTED FUNDS	1,316,695	109,281	0	100,000	0	81,296	0	135,025	256,179	
Combined Total				844,195						472,500
% of Total				64.11%						35.89%
Distribution with new Definition										
New Annual Receipts	945,000			472,500						472,500
Balance from Previous Yr & Interest	371,326			371,326						0
Combined Distribution with new Definition	1,316,326			843,826						472,500
% of Combined New Distribution Total				64.10%						35.90%

Attachment B

**Lane County 2004-05 Economic Development
Request For Proposal (RFP)
June 2004**

Initial Proposal Cycle: Received until July 26, 2004 at 2 p.m.
Open Proposal Cycle: Received until December 31, 2004

Submit Proposals to:

Lane County Economic Development Standing Committee
Attention: Peter Thurston
County Administration Office
125 E. 8th Avenue
Eugene, OR 97401

A – Request for Proposals Description

B – Proposal Forms and Submittals

- Section 1 – Proposal Cover Page
- Section 2 – Project Summary
- Section 3 - Project Narrative
- Section 4 – Budget Proposal and Narrative
- Section 5 – Project Performance Measures and Targets
- Section 6 – Program Assurances
- Section 7 – Letters of Support
- Section 8 – 2003 project status report

C – Attachments

- A - Video Lottery Allocation Policy (Strategic Allocation [4.110 (2)] description in **Bold**)
- B – Performance Measures Framework
- C – Oregon Benchmark Economic Development Index factors
- D – Protest Process
- E - Draft contract form, including: *Insurance Coverages Required*
- F – Lane County Strategic Goals
- G – RFP Advertisement

**Pre-proposal conference opportunity: July 14, 2004, 2 p.m., Bob Straub Conference Room, Lane County Public Service Building, 125 E. 8th Avenue, Eugene, Oregon.
Proposal Deadline: July 26, 2004, 2 PM, in the Lane County Administration Office.**

Lane County 2004-05 Economic Development Request For Proposal June 2004

2003 Initial Proposal Cycle Deadline: July 26, 2004, 2 p.m.
2003 Open Proposal Cycle Deadline: December 31, 2004

Part 1. What is the purpose of these funds?

The Lane County Video Lottery Allocation Policy (Lane Manual Chapter 4) defines economic development and provides for funding of Economic Development Strategic Investment Program activities (Attachment A, including all, except Section 4.110 (1)). The projects funded under this program must address economic development needs, described below, produce measurable results in a specific period of time, and justify the need for funding, in order to accomplish Lane County Strategic Plan economic development goals¹ to: 1) work for a strong regional economy to expand the number of family wage jobs available in Lane County, and 2) contribute to appropriate community development in the areas of transportation and telecommunications infrastructures, housing, growth management and land development.

Economic development² is a program, a group of policies, and/or activity that seeks to improve the economic well being and quality of life for a community. Ideally, it will create and retain jobs and provide a stable tax base. In order to create an effective program that works to improve the local economy, the County will consider the following categories of development, based on the geography, economy, and policies of local jurisdictions including unincorporated areas:

(1) Business Development. Programs that encourage business growth and investment such as business attraction, retention and expansion, tourism, and start-up and emerging businesses.

(2) Workforce Development. Partnerships between business, education and government that build the skills of the local workforce.

Part 2. How much money is available?

A total of \$200,000 is available for 2004-05 Strategic Investment projects that may be awarded through the Initial Proposal Cycle and the Open Proposal Cycle. Preliminarily, these funds are allocated in the following categories of economic development in these amounts: Business

¹ Adopted Lane County Strategic Plan, Lane County's Goals, page 13 (please see Attachment F)

² Lane Manual Chapter 4, paragraph 4.105 (please see Attachment A)

Development, \$100,000; Workforce Development, \$100,000. Awards are competitive and must be determined to be in the public interest. Lane County reserves the right to award all, part, or none of these funds, and to change the allocation of funds in each category or the total amount of funds awarded. The above funds will first be made available through the Initial Proposal Cycle, described in detail in Part 10.

In addition to the allocations listed above, Lane County has established a strategic opportunity reserve account of \$434,914 that may be awarded at anytime in fiscal year 2004-05. Funds in the strategic opportunity reserve account, and any strategic investment funds not awarded in the initial proposal cycle, may be awarded through the Open Proposal Cycle, described in Part 10.

Projects will be evaluated on their ability to leverage other funds and resources. Non-cash match can be, but is not limited to, the current fair-market value of donated employee time, space, materials, or equipment. Non-cash match requires documentation demonstrating the value of the proposed support and the method of calculating its value to the project. Successful Applicants will be required to document and report all expenditures – whether cash or non-cash - that are claimed as part of the match.

If no projects are recommended, or only part of the initial proposal cycle funds are awarded, then all uncommitted strategic investment funds may be awarded under the open proposal cycle deadline, or be retained for future strategic investment economic development projects. Lane County reserves the right to reevaluate, rate, and re-rank proposals from the initial proposal cycle and receive new proposals during the fiscal year 2004-05 open proposal cycle.

Part 3. How can the money be used?

Activities must be labeled as a Business Development or Workforce Development project. Applicants are encouraged to address demonstrable results that are measurable and improve and stabilize economic conditions for the residents of Lane County. Please refer to Attachment B for examples of performance measures for each category. In the event a proposal includes public improvements as defined in Oregon Revised Statutes Chapter 279.011, Subsection 8, the applicant must comply with all applicable provisions in ORS Chapter 279. Modifications of Oregon contracting statutes that become effective March 1, 2005 may apply to awards under this RFP process. Proposals that have as their sole product(s) a plan, study, or report will not be ranked for funding.

Part 4. What is the period of performance?

The project must demonstrate measurable results within twelve (12) months from the date of execution of the contract. The first report is due three months after the contract period begins. The initial contract period may be up to three (3) years, if documented as essential to project success, if regular performance measures are met, and if funding is available. Reporting of project outcomes may be required for tracking of results after the contract period.

Part 5. Who may apply?

Any individual, business, organization, or corporation who can demonstrate an adequate level of professional, fiscal and management capacity may apply. For illustrative purposes only, the following is a list of groups or organizations which would be eligible applicants:

1. Businesses or business organizations or associations
2. Non-profit corporations
3. Local governments, districts, and other public organizations
4. Economic Development Districts and organizations
5. A consortia of those mentioned above
6. Community Colleges, Universities, public and private education and workforce development organizations.

Part 6. What should the proposal address?

Project proposals must clearly demonstrate relevance to Lane County's economic development goals (Attachment F), selected economic development objectives listed in Part 1, and outputs and outcomes (as described in Oregon Progress Board materials in Attachment C) that are directed to making a measurable difference that benefits the economy of Lane County and its citizens. Proposals must address the Business Development or Workforce Development categories described in Part 1, above. Preference will be given to projects that integrate job creation and workforce development. Applicants may submit more than one proposal if funding is requested for more than one project covering more than one economic development category. In addition to Attachment C, please refer to Attachment B for examples of performance measures in each category. Applicants may use these measures or propose other outputs and outcomes specific to their proposal.

Applicants currently contracting with Lane County under 2003 competitive RFP contracts to deliver strategic investment services or products must include as a separate attachment (maximum of 2 pages) a comprehensive report on the status of output and outcome results as of the application submittal date.

Generally, proposals must demonstrate their relevance to Lane County's economic development goals and the principal goal to create or retain jobs. Proposals that have as their sole product(s) a plan, study, or report will not be ranked for funding. If the proposal includes communities or organizations outside Lane County, the primary focus must be demonstrated to be on the Lane County economy.

Part 7. How is project success evaluated?

Each applicant will be required to track no less than two (2) performance measures, at least one of which addresses Oregon Benchmarks, identified in Attachment C, Economy Benchmark Overview and Benchmark listings. Performance measures (outputs and outcomes) may be proposed by the applicant or be selected using Attachments B and C. Performance must be tracked through the duration of the project. The applicant will be required to demonstrate how the data will be collected and reported. Proposals must demonstrate that the project targets for each performance measure are reasonable and attainable.

Part 8. What are the reporting requirements?

Each grant recipient will be required, at a minimum, to submit a progress report, including all measures of outputs or progress to date, not later than three months after contract execution, and every three months thereafter until project completion. The format for reports will be prescribed in the contract, based on the applicant's proposal. Please see the sample form Contract (Attachment E) for an example. Reporting will be based on proposed outputs and outcomes presented in Section 5 of the proposal. The reports are designed to measure grantee success at meeting or exceeding their project targets. All reports are considered public information.

Part 9. What is the estimated schedule of procurement activities?

Issue Request for Proposals	6/30/04
Initial Proposal Cycle Pre-Proposal Conference, 2 pm	7/14/04
Initial Proposal Cycle Deadline, 2 p.m.	7/26/04
Initial Proposal Cycle rating, ranking and recommendations notice sent to all applicants – End of Initial Proposal Cycle	8/26/04
Letter of Interest (LOI) requested, as needed	8/26-12/31 '04
Announce Contractor Awards from Initial Proposal Cycle	8/25/04
Negotiate and Finalize Contracts	11/30/04
Open Proposal Deadline	12/31/04
Letter of Interest (LOI) requested, as needed	

Part 10. What is the proposal evaluation and award process?

Initial Proposal Cycle. Each proposal will be reviewed by the Economic Development Standing Committee to the Board of County Commissioners. Proposals will be preliminarily scored based on the criteria detailed in Parts 11 and 12. Proposals will be initially rated and ranked against other proposals submitted in the same category. Individual committee members' scores will be totaled and then averaged for each rating criterion. Proposals receiving at least eighty (80) percent of the total points available (80% = 96 points) will be considered for final rating and ranking by the committee. An eighty (80) percent or higher score does not assure a project will be recommended or funded. Rating and ranking of proposals will be completed by the Economic Development Standing Committee, comprised of: Commissioner Don Hampton, Commissioner Bill Dwyer, County Assessor, Jim Gangle, Chuck Forster, Lane Workforce Partnership Executive Director, and Janice Mackey, citizen appointee. The initial proposal cycle under this RFP is complete when the selection committee sends notice of recommended award(s) to all applicants who submitted a proposals by the initial proposal cycle deadline.

Open Proposal Cycle. In accordance with Part 5 of this RFP, any eligible applicant may apply in the Open Proposal Cycle, and participation in the Initial Proposal Cycle is not a prerequisite. Consideration, rating and ranking of Open Proposal Cycle projects will begin after the Initial Proposal Cycle is complete, as shown in Part 9. After the Initial Proposal Cycle is complete, the EDSC (on its own or at the request of an unsuccessful proposer from the Initial Proposal Cycle under this RFP) may reconsider, clarify, request and collect additional information about projects, negotiate with applicants and re-rate and re-rank proposals. However, in reconsidering a prior proposal, the committee would likely expect to see some substantial change in order to warrant reconsideration. The reconsideration may result in a lower rating and ranking depending on changes. Upon receipt of a proposal, or reconsideration of previously proposed project, it will be rated and ranked using the selection criteria and Open Proposal Cycle evaluation process described in the RFP. An open proposal cycle application must receive eighty percent (80%), or more, which equals 96 points or more, to be eligible for consideration of an award, and assuming availability of funds. Upon receipt of a proposal determined to be eligible for consideration, Lane County may then place an ad in a newspaper of general circulation soliciting letters of interest for any other projects. Letters of interest (LOI) will be received from potential applicants for a period of two weeks from the publication of the notice. If a LOI is received in the designated period, all interested parties will be sent notice that two additional weeks from the date of the letter will be allowed to submit their complete proposal(s) under the open proposal cycle guidelines. The same process as in the initial proposal cycle for rating, ranking and recommending awards will be followed for the open proposal cycle.

In order to complete the final ranking in the initial proposal and open proposal cycles, the committee may call applicants for interviews to clarify the written proposals, seek additional written information or ask follow up questions. Information derived from this additional inquiry will be used in the final rating and ranking of proposals. The committee will use its good faith judgment and discretion based on the criteria described in this RFP. The Board of County Commissioners will then receive recommendations from the Economic Development Standing Committee, in accordance with the schedule in Part 9, above. The committee will specify an allocation for each project that is recommended for award. Applicants may not receive all funds requested. EDSC may choose not to recommend any awards in the Initial Proposal Cycle process.

All awards will be made to those proposals that best meet the requirements set forth in this RFP and that are in the best interest of Lane County. Lane County reserves the right to waive minor irregularities and may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding that it is in the public interest to do so. Lane County also reserves the right to negotiate the scope of work based on any additional clarification or follow up responses and on the proposed budget as it is affected by negotiating the scope of work. If a proposal is submitted for professional services, the contract form (Attachment E) may be modified to appropriately reflect the applicant's labor standards requirements. Applicable Oregon contracting statutes may be modified in accordance with state law and become effective March 1, 2005.

Part 11. What are the required format and sequence requirements?

To be considered for funding, proposals must be complete and meet the evaluation criteria cited below. *The county may reject a proposal not meeting any one of the following criteria:*

Required Format

Seven copies of the completed proposals

- ✓ 12-point font (applies to narrative only)
(Prefer Times Roman or similar font, but not required)
- ✓ No less than 1 inch margins on 8 ½ x 11 size paper
- ✓ No additional materials, e.g., tapes, videos, appendices or additional cover sheets
- ✓ No spiral bindings
- ✓ No faxed, e-mailed, late, or incomplete proposals. If incomplete they will be neither accepted nor reviewed.

Required Sequence:

Section 1 – Complete and signed Proposal Cover Page

Section 2 - Project Summary

Section 3 - Project Narrative

Section 4 - Accurate Budget Proposal and Narrative

Section 5 – Project Performance Measures and Targets
Section 6 - Signed Program Assurances
Section 7 - Letters of Support
Section 8 – 2003-04 Status Report (Existing contractors with Lane County, only)

Part 12. What are the evaluation criteria for the proposal and budget narratives?

After considering the requirements in Part 11, the proposals will be evaluated on the information presented in all sections of the proposal. Answers will be evaluated, rated and ranked by the Economic Development Standing Committee (as described in Part 10) on how well they meet the program scoring criteria, below. Additionally, other factors, as set forth in the proposal description beginning on page 10, will be considered within this evaluation.

- 1) Addresses Lane County Strategic Plan economic development goals and Oregon economy benchmark(s) (20 points) – Measures the degree to which the project will improve Lane County's net job growth, per capita income, wages, and employment factors.
- 2) Increases work readiness (15 points) – Measures the degree to which the capacities of workers will be enhanced and improved to work in the changing economy.
- 3) Readiness to proceed (25 points) – Will the project begin immediately upon funding award.
- 4) Opportunities for future development (15 points) – Evaluates the degree to which the results of the program will promote future development of industrial, commercial, and residential facilities, expands global economic opportunities, produces local products, increases the tax base and reduces future responsibilities of government.
- 5) Leverage of other funds (15 points) – Measures the commitment of other agencies and organizations to work toward the project goals by the degree to which they are willing to commit funds and other resources to the project.
- 6) Partnerships (10 points) – Evaluates how many public or private sector organizations are working in partnership to develop new and innovative ways of accomplishing economic development goals, and the relevance of the proposal to a strategic plan or regional economic development goal to create or retain jobs.
- 7) Budget presentation (10 points) – The budget, and budget narrative, thoroughly discuss the project costs and the budget is reasonable and consistent with the proposal as a whole.
- 8) Audit and accounting adequacy (10 points) – Measures the extent to which the applicant accounts for project funds separately from other programs, minimizes overhead costs, and provides a clear method of reporting project expenses and related results.

Proposals are subject to the Oregon Public Records Law and open for public inspection.

Part 13. How is the budget evaluated?

In addition to the over all rating criteria described in Section 12, the committee will apply the following factors when evaluating the budget proposal and narrative describing the budget.

- ✓ Expenses are reasonable, necessary and reflect current cost trends to complete the proposed scope of work.
- ✓ Expenditures are clearly described , reflect all project activities, and relate directly to project activities, outputs and outcomes.
- ✓ Expenditures described in the budget narrative clarify the budget figures.

Part 14. What procedure is used if I wish to: 1) object to or clarify the provisions in the RFP document, 2) protest the evaluation committee's decision, or 3) protest the contract award?

Please see Attachment D.

Part 15. Where can I get technical assistance, if needed?

A free pre-proposal conference will be conducted on July 14, 2004 at 2 p.m. in the Bob Straub Conference Room, Public Service Building, 125 East 8th Avenue, Eugene. Attendance at the pre-proposal conference is strongly recommended, but not required. Please send your name, title, organization name, and contact information to Peter Thurston at the address below, stating your intent to participate in the pre-proposal conference.

Information and technical assistance about the request for proposals process is available by contacting Peter Thurston, Lane County Community and Economic Development Coordinator, at 541-682-4062. E-mail: peter.thurston@co.lane.or.us. Mailing address: Peter Thurston, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, Oregon 97401

Eight (8) copies of the completed proposal, in the required sequence, and in a sealed envelope marked "Economic Development Proposal", must be received at Lane County Administration Office no later than 2:00 p.m. on July 26, 2004. Please mail or deliver proposals to:

**Lane County Administration Office, Attention: *Peter Thurston*,
Community and Economic Development Coordinator, 125 E. 8th
Avenue, Eugene, Oregon 97401**

Attachments

- A – Lane Manual Chapter 4**
- B – Examples of Performance Measure Indicators**
- C- Oregon Economy Benchmark Information**
- D – Protest Process**
- E – Sample Contract Form**
- F - Lane County Strategic Plan Economic Development Goals**
- G – Advertisement – Request for Proposals**

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Lane County Economic Development Project Proposal Description

Introduction. This description provides guidelines and factors to consider when preparing your proposal. The evaluation committee shall also consider these factors when evaluating proposals by the criteria described in Part 12 of this RFP.

Section 1 – Signed Proposal Cover Page

Complete the form and be sure to indicate the project focus for the proposal. All organizations identified as partners must sign the form.

Section 2 - Project Summary (Max. 1 page)

Briefly summarize your project, including:

- How the project will meet the Lane County Strategic Plan goals identified in Part 1 of this request for proposals;
- Nature of the industry/business, geographic area, target population, number of individuals to be served;
- The category of economic development the project focuses on (see Attachment A;
- Timelines for implementation and delivery of services, materials, and specific activities;
- Project partners; and
- Project need and evidence that the project Performance targets are reasonable and address economic development goals that create or retain family wage jobs in Lane County.

Factors to consider:

- ✓ Industry/business, geographic area, target population, number of individuals to be served are clearly described.
- ✓ Project focus is clearly identified.
- ✓ Timelines, materials, outcomes and specific activities are clearly described and consistent with the scope of the project.
- ✓ Partnerships and service providers are identified.
- ✓ Demonstrates a positive economic impact to achieve measurable economic development objectives.

Section 3 - Project Narrative

Project narrative must, at a minimum, address one of the categories of economic development, described in Part 1 of this RFP. Each application must address the questions and factors described below for the economic development category indicated (checked) on the Project Cover Page – Section 1 of the Proposal, as the focus of the proposal. A project may address more than one category of economic development, however, each project must choose a focus and scope which is directed to one of the categories identified in the definition of economic development

described in Part 1 of this RFP. Applicants may submit more than one proposal if funding is requested for more than one project covering more than one economic development category.

1. Project Focus and Scope (Max. 2 pages) Select one of the categories below as the focus of the proposal.

a. Business Development: Projects choosing to address this category must answer the following questions and consider these factors.

- (1) Does the proposal clearly describe the business development activities and expected measurable outcomes?
- (2) How does the project demonstrate specific job creation that will result from the project?
- (3) Does the project diversify the economy and provide jobs that support the economic development goals?

Factors to consider:

- ✓ Project meets definition of business development and outcomes are measurable.
- ✓ Employment opportunities are permanent jobs.
- ✓ The economy is diversified and stabilized as a result of the project.

b. Workforce Development: Projects choosing to address this category must answer the following questions and consider these factors.

- (1) Does the proposal clearly describe the workforce development activities and expected measurable outcomes?
- (2) How does the project address current and/or future demand occupations in the local labor market?
- (3) How does the project involve business in the design and implementation of the project?

Factors to consider:

- ✓ Project meets definition of workforce development and outcomes are measurable.
- ✓ Occupations are in demand and demand is documented.
- ✓ Businesses are involved in the design and implementation of the project.

2. Project Goals, Performance Measures (outputs and outcomes) (Max. 1 page)

The proposal must include at least two (2) specific outputs that measure and quantify the amount and frequency of the products resulting from the proposed project. Additionally, up to three (3) outcomes may be listed that measure results that come from the outputs and contribute to accomplishing job creation or retention. Outcomes and outputs are to be listed in Section 5 of the proposal and must include targets that will occur as a result of the project. Please refer to Attachment B for examples of outputs and outcomes and use the information in Attachment C to create your measures (outputs and outcomes), and consider the following questions and factors.

- a. Do the performance measures address the nature of the proposed project or program. Describe the project's objectives, and identify specific performance measures from Attachments B or using information in Attachment C.
- b. How do the proposed activities promote achievement of the goal, performance measures and targets? Describe the methodology that you will use for tracking and reporting the data that demonstrate achievement.
- c. What are the barriers to accomplishing the project goal? How does this project address the elimination of these barriers?
- d. What are the consequences if this project is not funded?

Factors to consider:

- ✓ Project goals, performance measures (outputs and outcomes) are clearly stated and relate directly to the project activities, outputs and outcomes.
- ✓ Activities relate to the performance measures; achievement of the performance measures are quantifiable and the methodology for tracking and reporting the data, which demonstrate achievement, is defined.
- ✓ Barriers faced by the project are described.
- ✓ Consequences if project is not funded are reasonable.

3. Selection and Involvement of Partners (Max. 1 page)

- a. Identify the partner(s) that contribute to the results of the project and why they were chosen.
- b. Explain how the partners are included in a cooperative planning process.
- c. What are the agreed-upon roles, responsibilities and contributions of each partner to the success of the project?

Factors to consider:

- ✓ Partners are identified with information indicating why they are important to the outcomes of the project.
- ✓ Cooperative planning by identified partners is evident.
- ✓ Roles and responsibilities of partners are clearly explained and reflect reasonable expectations.

4. New Opportunities, Capacity and Readiness (Max. 1 page)

- a. How do the project results increase long-term family-wage employment opportunities?
- b. What capacities will be enhanced to broaden the local economy, add tax revenues for local government services, or reduce long-term government welfare support?
- c. How will the project build on developing transferable skills and enhancing existing skills for business development in the global economy?

Factors to consider:

- ✓ New jobs created.
- ✓ Capacity improvements translate into reduced costs for local government.
- ✓ Project builds on developing transferable skills and enhancing existing needed for jobs that create global products.

Section 4 – BUDGET proposal and Narrative

The budget, and budget narrative, must describe planned expenditures. The narrative must, for example, describe: (1) how personnel costs are calculated including a detailed listing of each staff position, by annual salary, number of months assigned to the project, prevailing wage compliance (if applicable), and the FTE (full-time equivalency) percentage to be charged to the grant; (2) all planned contracts, vendors, the amount of the contract(s), activities and services provided, by whom, at what organization, and through what arrangement or agreement; and (3) other details that confirm the thoroughness and reasonableness of the budget.

The use of grant funds for capital outlays or equipment must be clearly described, including; purpose, ownership, and disposition after the project is complete.

Administrative costs are limited to no more than 10% of total grant funds. “Administrative costs” are those activities that are necessary for the proper and efficient performance of duties under the grant and that are not directly related to the provision of services to participants. Administrative costs may be related to personnel as well as to non-personnel costs (e.g., travel and supplies).

The following factors will be considered to evaluate the budget proposal:

- ✓ Expenses are reasonable, necessary and reflect current cost trends to complete the proposed scope of work.
- ✓ Expenditures are clearly and thoroughly described and reflect all project activities.

- ✓ Expenditures described in the budget narrative clarify the budget figures.

Section 5 – Performance Measures and Targets

As described in Attachments B and C, specific measurable outputs and outcomes must be identified in Section 5 of the proposal. A project target must be identified for each output and for each outcome.

Section 6 – Program Assurances

Complete form and sign before a Notary.

Section 7 – Letters of support

Attach as appropriate to support the application.

Section 8 – Status Report (current contractors only)

Applicants interested in 2004-05 project funding, and that received a 2003-04 economic development contract award, must attach a status report describing comprehensive progress to-date on their 2003-04 project.

**Lane County Economic Development Project
Section 1
Proposal Cover Page**

Grant Amount Requested: _____ Match Amount Proposed: _____

Please select the appropriate box for this application: **2004-05 Initial Proposal Cycle** (**2004-05 Open Proposal Cycle** Eighty percent (80%) of points is the minimum required to qualify for funding consideration.

Project Focus (**Required** - select **one** category of economic development): Business development, Workforce development

PROJECT TITLE: _____

Principal Project Organization: _____

Address _____

Project Contact Person: _____

Phone: _____ *Fax:* _____

E-mail: _____

Person/Agency preparing fiscal reports _____

Title: _____

Address _____

Phone: _____ *Fax:* _____

E-mail: _____

Our representative, _____, attended the pre-proposal conference on behalf of this project. (name)

Signature of Applicant and each Partner included in Proposal (Copy and Use additional sheets as needed)

Signature

Date

Typed name/Title

Applicant Organization

Signature

Date

Typed name/Title

Partner Organization

Signature

Date

Typed name/Title

Partner Organization

Add additional signature lines as needed.

Lane County Economic Development Standing Committee
Budget Proposal and Narrative

Project Title: _____

Section 4

Proposed Expenses. The following Form may be expanded to one full page to describe specific project budget items and subcategories.

Budget Item	Description	Grant funds	Percent of Grant Funds	Totals
Personnel				
Benefits				
Travel				
Equipment				
Supplies				
Contractual Services				
Administration*				
Other				
Total Matching funds				
TOTALS	—			

Revenue for the Project.

List in the following format (up to one page) the various cash and non-cash resources that contribute to completion of the project scope of work. Add lines for other partners.

Source	Description	Cash	Non-cash	Total
Proposed Grant				
Partner A				
Partner B				
Other Partners				
Total				

Are other grants or funding sources being pursued for the same or similar proposal? If yes, please describe: _____

*10% admin/overhead limitation

**Matching funds must be broken out by individual partners. Please see below.

Project cost instructions:

Match may be in the form of cash or non-cash contributions provided by the contractor. Non-cash match may be in the form of the reasonable fair market value of goods and services directly benefiting and specifically identifiable to the project.

Budget Narrative. Attach up to two (2) pages of narrative that explains the budget. The budget must include, on separate page(s), detailed breakouts of each of the proposed budget categories found on the budget proposal form. Expenditures described must relate to the planned activities. The Personnel category must include a detailed listing of each staff position, by annual salary, number of months assigned to the project, and the FTE percentage to be charged to the grant.

The Contractual category must list each of the planned contracts, vendors, the amount of the contract, and who, at what organization, and through what arrangement or agreement, will provide exactly what activities and services.

Lane County Economic Development Standing Committee Project Performance Measures and Targets

Project Title: _____

Section 5

What are your proposed outputs and outcomes that will be used to measure success in meeting or exceeding the goal to create or retain jobs? Please see Attachment B for description of sample outputs and outcomes, and Attachment C for suggestions on creating performance measures for your proposed program. Which Oregon Benchmark (Attachment C) does the output or outcome related to? What is the project target for each output or outcome and when will results be reported?

Outputs (amount or frequency of project activity)	Oregon Benchmark	Project Targets	Reporting Timeframe

Whenever possible list outcomes that will result from the project, even if these outcomes are measured after the proposed project contract term. The logic model in Attachment C further explains how to describe outputs and outcomes.

Outcomes (impacts and long-term results from the project)	Oregon Benchmark	Project Targets	Reporting Date

Lane County Economic Development Standing Committee

Project Title: _____

Section 6

Statement of Assurances and Proposal

The undersigned attests that the information provided to determine eligibility is true and accurate to the best of his/her knowledge. The undersigned further attests that he/she has the authority and/or responsibility to represent his/her organization in all phases of this Request for Proposal process. Finally, the undersigned understands that any false or substantially incorrect statement may disqualify this proposal from further consideration or be cause for termination of any further contract.

If this proposal is selected for funding, the undersigned provides assurances on behalf of his/her organization that the organization will comply with the General Conditions and Special Conditions in its subcontract with Lane County. The organization will also comply with all applicable federal, state, county and local statues, rules and funding criteria governing service, facilities and operations. Finally, the organization will submit all required reports, documents and forms within the allotted time for their submission.

The undersigned, as applicant, declares that he/she has carefully examined the specifications and requirements of the Lane County Request for Proposal packet and that applicant agrees, if the proposal is accepted, that applicant will contract with Lane County to furnish the services as specified, in accordance with the proposal offered here.

The Applicant hereby certifies that he/she is a resident bidder as defined in ORS 279.029, of the state of _____.

By initialing this space _____ applicant hereby certifies that he/she has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts. By initialing this space applicant hereby certifies that to the best of applicant's knowledge, he/she is in compliance with all the Oregon tax laws described in ORS 305.380(4).

The applicant represents that the proposal is in all respects fair and without collusion.

Signature _____ Date _____

Printed or Typed Name and Title _____ Printed or Typed Agency Name _____

Subscribed and sworn to before me this _____, day of _____
_____ 200__.

by _____

Notary Public for the state of _____. My commission expires, _____.

VIDEO LOTTERY ALLOCATION POLICY

4.100 Purpose. The Video Lottery Allocation policy reaffirms the philosophy that video lottery receipts must be applied to programs and activities

which support economic development in Lane County. Video lottery revenue is received from the State of Oregon as a transfer from the Oregon State Lottery Fund. The Oregon State Lottery Fund is governed by Oregon Constitution, Article XV Section 4. This policy defines economic development activities for Lane County and provides guidance for strategic allocation of video lottery funds to economic development programs and activities. This policy reaffirmation is the basis for all video lottery allocation decisions. The intent of the policies is to encourage partnerships between the County, communities within the county and other parties directly involved in activities, which meet one or more of the four development categories defined below for Lane County citizens.

4.105 Definition of Economic Development. Economic development is a program, a group of policies, and/or activity that seeks to improve the

economic well being and quality of life for a community. Ideally, it will create and retain jobs and provide a stable tax base. In order to create an effective program that works to improve the local economy, the County will consider any one or all of the following categories of development, based on the geography, economy, and policies of local jurisdictions including unincorporated areas:

(1) Organizational Capacity Development. Develop capacity to address the economic development needs of the community. Enhance the ability to develop strategies, raise funds, and work in a more efficient manner with partners (e.g., committees, commissioners and forums).

(2) Community Development. Investments to include but not be limited to infrastructure, downtown areas, gateways, business parks, speculative buildings and/or public/private partnership opportunities.

(3) Business Development. Programs that encourage business growth and investment such as business attraction, retention and expansion, tourism, and start-up and emerging businesses.

(4) Workforce Development. Partnerships between business, education and government that build the skills of the local workforce.

4.110 Allocation. Within the above definition, the revenues derived from the State's 2.5% video lottery distribution shall be allocated between two economic development categories. Through the annual budget process, the Board shall appropriate a maximum of 50% of the annual receipts to general allocation programs and the remainder (50% minimum) of the annual receipts for economic development strategic investment projects. All (100%) of unspent monies from previous years shall be appropriated for economic development strategic investment projects.

(1) Category 1 - General Allocation for Economic Development Program. Up to half (50%) of the County's annual receipts from video lottery revenue shall be allocated to the Category of General Allocation Economic Development Program. The purpose of the General Allocation is to pay for ongoing County programs and services which meet the adopted definition of economic development. The rationale is that citizens, tourists, employees and potential business owners shall benefit from a stable economic base, prepared and ready workforce, nurturing atmosphere for business growth and investment and consistent and knowledgeable development staff. Guidelines for the General Allocation for Economic Development Program shall be:

(a) The cost of administering the video lottery receipts shall be paid with video lottery funds from the General Allocation category.

(b) A working capital reserve for General Allocation programs may be maintained.

(c) The County may continue to participate in forums for exchanging ideas and addressing the economic development needs of the County.

(d) The County may contract with other agencies for the purpose of community/county promotion, marketing/recruitment, and other economic development support services, the sole purpose of which is to build capacity over time and increase and/or stabilize the economy of the County and its citizens.

(e) The County may maintain or hire County staff internally or contract with other agencies to provide economic development support services to the county and/or communities within the county.

(2) Category 2 - Economic Development Strategic Investment Program. The County shall establish the Economic Development Strategic Investment Program. The purpose of this category is to assist communities to proactively leverage video lottery dollars through public-private partnerships that will make a measurable difference in the economic growth and stability of Lane County. This program shall be capitalized annually with a minimum of 50% of the new video lottery revenue received each year from the Oregon State Lottery Commissioner's transfer to counties for economic development activities. In addition, all revenue unspent in previous years will be added to this category. General guidelines for this category shall be:

(a) Any activity or project supported by this program must demonstrably and directly increase the chance of making a measurable difference to the economy of Lane County and its citizens.

(b) Projects are expected to have some financial support other than video lottery money.

(c) Allocations toward projects or facilities identified in a recognized capital improvement plan (e.g., the County, community within the county or economic development organization's capital improvement plan) shall receive priority consideration.

(d) Projects that require multi-year commitments may be funded.

(e) Allocations shall be made by the Board upon the advice of the Economic Development Standing Committee, after review and comment by the Lane Economic Committee.

(f) No obligation shall exist to recommend an annual expenditure from this category. Projects should only be recommended for funding if they substantially meet the general guidelines and can demonstrate a direct impact on economic development of the community. Some or all of the funds may be carried over in any year for larger allocations in a later year.

(g) The cost of administering the Economic Development Strategic Investment program shall be paid with video lottery funds from the economic development strategic investment category.

Lane County Economic Development Standing Committee
Performance Measures Framework

Goal: It is the goal of Lane County to efficiently use economic development funds to create or retain jobs with wages that are higher than the Lane County Benchmark average annual wage.*

Strategic Areas and Measures

Business Development

- Measure 1 (output) - # of businesses that participate
- Measure 2 (outcome) - # of responses to marketing
- Measure 3 (outcome)- # of technical jobs created
- Measure 4 (output) - \$ increase in gross sales
- Measure 5 (output) - # new business bank accounts opened
- Measure 6 (output) - # of Latino and minority-owned businesses assisted
- Measure 7 (outcome) - \$ increase in value-added production
- Measure 8 (output) - # of contacts by business-siting consultants
- Measure 9 (output) - # of partnerships
- Measure 10 (outcome) - \$ leveraged

Workforce Development

- Measure 1 (output) - % Trainees hired
- Measure 2 (outcome) - # of long-term jobs created
- Measure 3 (outcome) -# credentials, degrees, certifications completed
- Measure 4 (output) - # partnerships created

* Lane County average annual wage for all industries in 2003 is \$ \$30,311..

Lane County Economic Development Standing Committee Protest Procedures

1. Commenting on or Protesting Specifications Believed to Limit Competition

Proposers may comment on, or object to any of the specifications of this RFP document, including but not limited to composition of the selection committee, which they believe limit competition or any contract terms with which they disagree. Comments must be in writing and submitted to the Lane County Administration Department, Community and Economic Development Program, 125 E. 8th Ave., Eugene, OR 97401, Attention: Peter Thurston, Community and Economic Development Coordinator, no later than July 14, 2004 at noon. Protests should be clearly marked "Solicitation or Contract Provision Protest" and include identification of the RFP involved in the protest. Comments will be reviewed by the department staff. If the comments are determined to be valid by the department, an addendum to the RFP will be issued to all applicants.

2. Appealing the Evaluation Committee Recommendation

Initial Proposal Cycle. Any applicant who is not recommended by the Economic Development Standing Committee for contract award in the Initial Proposal Cycle (deadline: 7/26/04) may appeal the committee's recommendation in the following manner. The appeal must be made in writing and submitted to the Lane County Administration Department, 125 E. 8th Ave., Eugene, OR 97401, Attention: Peter Thurston, Community and Economic Development Coordinator, no later than 5 days after notice of recommendations are sent to applicants. Appeals should be clearly marked "Appeals" and include identification of the RFP involved in the appeal. Any appeal that does not comply with the applicable procedures may be rejected.

Open Proposal Cycle. Any applicant who is not recommended by the Economic Development Standing Committee for contract award in the Open Proposal Cycle (deadline: 12/31/04) may appeal the committee's recommendation in the following manner. The appeal process is the same as the above for the Initial Proposal Cycle, except the date to appeal by is based on 5 days from the date notice is sent to all applicants of the recommendation to award a project in the Open Proposal Cycle. Appeals should be clearly marked "Appeal of Recommendation to Award" and include identification of the RFP involved in the protest.

In the Initial Proposal Cycle and the Open Proposal Cycle, the appeal must clearly state the grounds for appeal and describe the conditions which, in the applicant's view, resulted in their proposal not being recommended for award. The grounds for appeal are:

- Differing criteria were used to evaluate different proposals.
- The evaluation committee unfairly applied evaluation criteria to a proposal.
- A member or members of the evaluation committee had a relationship with a proposer which represented a conflict of interest.
- The criteria used to evaluate proposals did not pertain to the services requested.
- A member or members of the evaluation committee demonstrated bias toward a proposal or responder.

Upon receiving an appeal, the department will notify the applicant(s) who was recommended for contract award and the evaluation committee. That applicant and the evaluation committee may respond in writing to the appeal up to 12:00 noon on the seventh (7th) regular working day after the department received the appeal.

The department will present the issues of the evaluation committee's recommendation and the appeal to the Board of County Commissioners or the county administrator who will carefully evaluate all appeals before making a decision and will state the conclusion reached and the reason in writing.

3. Protest of award

All protests of award must be filed within ten (10) days of the date of award of the contract, pursuant to OAR 137-030-0104 and LM 21.105(11).

LANE COUNTY ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS AGREEMENT is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the type of services provided by CONTRACTOR,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY in an amount not to exceed \$ _____, described herein, CONTRACTOR agrees to perform during the period from _____, 2004 to _____, 2005 the following services, described generally as economic development services, it is mutually agreed as follows:

1. CONTRACTOR shall meet all requirements laid out in Exhibit A – Project Proposal and Scope of Services, as presented by CONTRACTOR, including: project proposal and description, budget proposal and narrative, project performance measures and targets, and other supporting documents.
2. CONTRACTOR's Services. CONTRACTOR shall perform, or cause to be performed as an independent contractor, and not as an agent of the COUNTY the necessary services to conduct the specific programs described in Exhibit A – Project Proposal and Scope of Services, attached hereto and by this reference made a part hereof, and Exhibit B – Clarifications of Scope of Services, Reporting and Budget, as appropriate.
3. Match. CONTRACTOR shall provide match at a level described in Section 3 and 4 of Exhibit A, and Exhibit B.
4. Letter of Approval. CONTRACTOR shall obtain and maintain all certificates and licenses necessary to conduct the activities and complete the terms of this AGREEMENT.
5. Non-Discrimination. CONTRACTOR shall not discriminate against employees, or discriminate against or deny services to any person on the grounds of race, color, religion, sex, national origin, marital status, disability, age, or duration of residence, except where such discrimination is based upon a bonafide occupational qualification or predetermined criteria for service.

CONTRACTOR shall comply with Americans with Disabilities Act of 1990, 42 USC 12101 et seq. As well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws. These laws may apply to, among other things, the construction, remodeling, maintenance and operation of any structure or facility, and the conduct of all programs, services and training of any type. CONTRACTOR shall make reasonable accommodation to permit participation in the service, program, or activity and shall operate these services, program, and activities so that, when viewed in their entirety, they are readily accessible to, and usable by, individuals with disabilities. They shall be provided in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.

6. Culturally Diverse and Appropriate Services: CONTRACTOR shall demonstrate through its actions, an understanding and appreciation for diversity and difference in its clients and/or consumers. This shall be demonstrated through the provision of equal access to services for all individuals. CONTRACTOR shall respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients and shall respect the client's right to privacy in such areas as religious faith, political beliefs, and sexual orientation. All individuals shall be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level.

All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. COUNTY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

7. Client Confidentiality: No information contained in a client record shall be disclosed if such disclosure is prohibited by ORS 179.495 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Lane County implementing the foregoing laws, or any other applicable federal or state confidentiality law.
8. Reporting. CONTRACTOR agrees to prepare and furnish such reports and data as may be required by COUNTY. This may include, but not be limited to those items defined below:
- A. A copy of the organizational budget, with evidence of board of directors' approval, shall be furnished with this signed contract. Any revisions to the original budget with evidence of board of directors' approval shall be forwarded to COUNTY.
 - B. A complete report of operating revenue and expenses for contracted services and progress toward the outputs and outcomes identified in Exhibits A and B shall be provided to COUNTY every six months, at a minimum, or as specifically provided for in Sections 4 and 5 of Exhibit A.
 - 1) Separate revenue accounts shall be maintained for each income source and type listed in the approved budget.
 - 2) Separate expense accounts shall be maintained for each program and/or service element provided.
 - 3) This financial report shall detail a comparison of revenues and expenses to the approved budget for the period.
 - 4) Status report on the project outputs and outcomes.
 - C. A copy of corporate/organizational balance sheet shall be furnished to COUNTY every six months, and any other information that may be requested by an auditor authorized by COUNTY to review its financial programs.
 - D. Copies of the agendas and minutes of meetings of the board of directors shall be furnished to COUNTY with six month reports.

- E. Reports shall be forwarded to: Lane County Administration Office, Community and Economic Development Program, 125 E 8th Avenue, Eugene, OR 97401 Atten: Peter Thurston, within thirty (30) days of the end of the reporting period. If CONTRACTOR fails to provide reports within the required period, payment of monthly reimbursement may be withheld.
 - F. Any additional reports required by this agreement as outlined in Exhibits A through C of this Agreement.
9. Lane Manual. CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit D, attached hereto and by this reference incorporated herein.
 10. Labor Laws. Lane Manual 21.130(7) is a restatement of state labor law. CONTRACTOR agrees to comply with all federal, state and local labor laws which are applicable to the execution of this contract. CONTRACTOR agrees that all subject employers working under this agreement are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
 11. Tax Laws. By execution of this contract, CONTRACTOR certifies, under penalty of perjury that, to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4).
 12. Settlement of Disputes. Differences between CONTRACTOR and COUNTY, or between CONTRACTORS, which do not involve grounds for termination, will be resolved when possible at appropriate levels, followed by consultation between boards if necessary.
 13. Indemnity/Hold Harmless. CONTRACTOR agrees to indemnify, defend and hold Lane County, its commissioners, agents, officers and employees harmless from 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, including provision of client information for program evaluation purposes.
 14. Assignment. Neither this contract, nor the responsibilities for providing services, shall be assigned or delegated by CONTRACTOR without the prior written consent of COUNTY.

If CONTRACTOR requests COUNTY approval of any assignment or subcontractor, the CONTRACTOR shall submit the proposed subcontract or assignment in writing to COUNTY for written approval and the CONTRACTOR shall require the subcontractor to comply with all terms and conditions of the contract between the COUNTY and CONTRACTOR.

COUNTY's intent is to insure the rigorous review of management and program services of organizations or persons providing services with public monies.

By execution of this contract, CONTRACTOR certifies, under penalty of perjury, that CONTRACTOR will not discriminate against minority, women, or small business enterprises in obtaining any subcontracts.

15. Amendments. This contract may be amended or modified only by written agreement of the parties.

16. Termination/Corrective Action

A. The COUNTY may terminate all or part of this contract as specified below:

- 1) With ten (10) days written notice, if funding to the COUNTY from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The COUNTY will give more notice whenever possible.
- 2) Upon 14 days advance written notice to CONTRACTOR, if CONTRACTOR fails to perform or discharge any obligation that CONTRACTOR is required to provide, perform or discharge under this agreement and such failure remains uncorrected at the end of said 14 day period.
- 3) With thirty (30) days written notice, if federal or state regulations are modified or changed in such a way that services are no longer allowable for purchase under this contract.
- 4) Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a client or others.
- 5) Immediately upon written notice if there is a denial, revocation, or non-renewal of any license, certificate, authorization or other approval required by applicable law or regulation to be held by the CONTRACTOR to provide services under this contract.
- 6) Upon written notice, if CONTRACTOR fails to start up service on the date specified by the COUNTY in this contract (or subsequent modifications).
- 7) Upon such notice as described in paragraph B and C below, if CONTRACTOR fails to comply with the terms of this contract.

B. In cases of failure to comply with terms of this contract, including cases of major violations, defined below, contract termination may, but is not required to be, preceded by a corrective action plan.

- 1) Major violations include but are not limited to:
 - Acts or omissions which jeopardize the health or safety of clients, staff or the public,
 - Misuse of funds,
 - Intentional falsification of records.
- 2) In cases of failure to comply, written notice of non-compliance will be given and a corrective action plan may be developed by COUNTY or by COUNTY and CONTRACTOR. The plan will include specific activities to be conducted in order

to permanently correct the procedures or practices which caused the violations. The plan will also include timelines for achieving the stated activities. If these activities do not occur according to the corrective action plan, the contract may be terminated by COUNTY immediately upon written notice.

- 3) In the event that non-compliance has been determined by the COUNTY to jeopardize the health and safety of clients, staff or the public COUNTY may either:
 - a. Immediately suspend performance of services pending the development and implementation of a corrective action plan; or
 - b. Immediately upon written notice, terminate the contract.
 - C. If COUNTY determines no corrective action plan is appropriate, or if COUNTY and CONTRACTOR are unable to agree on one, COUNTY may terminate the contract as follows:
 - 1) Immediately upon written notice, in the event that non-compliance has been determined by the COUNTY to jeopardize the health and safety of clients, staff or the public.
 - 2) In all other cases, no less than 30 days written notice.
 - D. All or part of this contract may be terminated by mutual consent of both parties.
 - E. All or part of this contract may also be terminated by either party at any time for any reason or no reason upon thirty (30) days notice in writing, subject to the following condition: If the COUNTY has no alternative way to provide for the service, the contract may not be terminated by the CONTRACTOR for convenience.
 - F. Upon thirty (30) days written notice CONTRACTOR may terminate contract if unable to perform due to substantial changes in conditions.
 - G. Termination shall be without prejudice to any obligation or liabilities of either party accrued prior to such termination or notice of termination.
 - H. CONTRACTOR shall not make expenditures, enter into agreements, or encumber funds paid by COUNTY, after termination or notice of termination, without prior written approval from COUNTY.
17. Insurance and Bonding. CONTRACTOR shall provide all insurance as stipulated in "Insurance Coverages Required" attached as Exhibit E.
18. Certificate of Insurance. As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to:

LANE COUNTY RISKS MANAGER
125 E. 8th Ave.
Eugene, OR 97401

The certificate must specify as Additional Insured: Lane County, its commissioners, agents, officers and employees with respect to the activities performed under this contract and must include a notice provision regarding cancellation. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the state of Oregon. If CONTRACTOR is self-insured under the laws of the state of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

19. Continuation of Coverage. There shall be no cancellation, material change, reduction or exhaustion of aggregate limits, or intent not to renew insurance coverage without CONTRACTOR providing ten days written notice to COUNTY. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, Lane County reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. If coverage is written on a claims-made form, the CONTRACTOR shall maintain an insurance policy for 24 months after the expiration of the contract, or purchase extended reporting coverage for a period not less than 24 months, beginning at the expiration of the contract.
20. Responsibility for Payment of Damages. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR's responsibility for payment of damages resulting from CONTRACTOR's operation under this contract.
21. Independent CONTRACTOR Status. The performance of this contract is at CONTRACTOR's sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any worker's compensation coverage under this contract. All employers working under this contract are subject employers and shall comply with ORS 656.017 regarding worker's compensation coverage.
22. Retention of Records. Financial records, supporting documents, statistical records, and all other records pertinent to this contract shall be retained for a minimum of three years after the close of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. In the event that the CONTRACTOR ceases to exist, administrative and client records shall be turned over to the COUNTY for retention for the required period.
23. COUNTY Monitoring. CONTRACTOR agrees that services provided under this contract by CONTRACTOR; facilities used in conjunction with such services; client records; CONTRACTOR's policies, procedures, performance data, financial records and other similar documents and records of CONTRACTOR that pertain, or may pertain, to services under this contract, shall be open for inspection of COUNTY or its agents, at any reasonable time during business hours.
24. Use of Data. CONTRACTOR agrees to, and does hereby grant COUNTY the right to reproduce, use and disclose for COUNTY purposes, all or any of the reports, data and technical information furnished to COUNTY under the contract.

25. Availability of Funds. The provisions of this contract are contingent upon the appropriation of funds by any funding entity and by Lane County. If funds are not appropriated or the annual appropriations are subsequently amended by any funding entity, the provisions of this contract become voidable at the option of COUNTY, or subject to amendment. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law is deemed inoperative to that extent.
26. Payment of Contract. Based on amount specified in contract and subject to availability of funds, COUNTY shall provide quarterly payments to CONTRACTOR following receipt of a completed invoice and upon receipt of payment from the State of Oregon, for rendering the services listed in this Contract. Notwithstanding any other payment provision of this contract, should CONTRACTOR fail to submit required reports when due, or fail to perform or document the performance of services hereunder, COUNTY may withhold payments under this contract.
27. Financial Statement. Upon request, CONTRACTOR shall provide a copy of a current financial statement showing financial status of CONTRACTOR. In addition, such financial statement may be required to be supplied on an annual basis for a multi-year project. The financial statement shall be mailed to: Lane County Administration Office, Community and Economic Development Program, 125 E 8th Avenue, Eugene, OR 97401 Atten: Peter Thurston
28. Recovery of Funds and Reallocation.
- A. CONTRACTOR's expenditures may be charged to this contract only if they (a) are in payment for services performed under this contract; (b) conform to applicable state and federal regulations and statutes; (c) are in payment of an obligation incurred during the contract period; and (d) are not in excess of 100 percent of program costs. Any contract funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to the COUNTY no later than thirty (30) days after the contract's expiration.
 - B. CONTRACTOR may not transfer funds provided under this contract from one service element to another without prior written approval of COUNTY.
 - C. In the event of early termination, cancellation, or suspension of this contract, the CONTRACTOR shall submit a report of expenditures to the COUNTY. Any COUNTY funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension shall be refunded to the COUNTY according to the instructions furnished to the CONTRACTOR by the COUNTY.
 - D. Under the following circumstances, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this Agreement:
 - 1) If state authorities demand repayment of all or a portion of the state funds or disallow payment of all or a portion of the state funds to COUNTY under this

agreement, COUNTY, may recover from CONTRACTOR that portion of the state funds necessary to satisfy the state repayment demand or disallowance.

- 2) If an expenditure of financial assistance paid to CONTRACTOR under this agreement does not result in the delivery of a service in accordance with the terms and conditions of this agreement including, but not limited to, the grant award, any specialized service requirements and the relevant service description, COUNTY may recover the amount of the expenditure from CONTRACTOR.

29. Provisions and Waivers. Waiver by COUNTY of a violation of any provision of this contract shall not prevent subsequent enforcement of the same or any other provision.

30. Exhibits. Exhibits to this AGREEMENT include: Exhibit A – Project Proposal and Scope of Services, Exhibit B – Clarifications of Scope of Services, Reporting, and Budget, Exhibit C – Progress Reports and Payment Request Form, Exhibit D – Lane Manual Chapter 21.130, and Exhibit E - Insurance Coverages Required.

CONTRACTOR

COUNTY

By _____

By _____

Date _____

Date _____

Employer ID # _____

EXHIBIT A

Project Proposal and Scope of Services

[Attach Proposal here]

SAMPLE

Exhibit B

Clarifications of Scope of Services, Reporting, and Budget

1. Clarification of Final Report

Summary of Outputs and Outcomes. When Contractor completes the terms of the AGREEMENT and submits the final report (and request for final payment) on all outputs and outcomes described in the application, it will include a summary of the planned results and the actual results produced during the contract period. Based on the planned and actual results, the Contractor will describe the differences, if any.

Oregon Benchmarks. In the final report the results from the project will be compared to the Oregon Benchmarks described by the Contractor in the application. The Contractor shall describe how the project activities met, or will meet, the Oregon Benchmarks listed in the project proposal?

Continuation of Activities. The Contractor's final report shall include a description of how the activities paid for through the grant will continue or develop with other funding.

2. Clarification of Outcomes Reporting

In the proposal submitted by the Contractor, "outcomes" from the project were described, including outcomes that will not be measured until sometime in the future, after the contract period is complete. The Contractor shall send a report on the Outcomes to Lane County Community and Economic Development Program at intervals shown in Section 5 of the application listing of Project Targets for Outcomes.

Exhibit C - Progress Report and Payment Request Form

(Please submit a separate INVOICE with progress report)

Contract Period: _____ to _____

Recipient Organization: (Name and address): _____

Program Title: _____

Budget Items	Contract Budget	EXPENDITURES		BALANCE OF BUDGET BUDGET LESS YTD
		ACTUAL	ACTUAL	
		QUARTER ENDING	CONTRACT TO DATE	
1.				
2.				
3.				
4.				
5.				
Total Program				
CASH RECEIVED TO DATE				
DRAW AMOUNT REQUESTED				

Capital Outlay (only) that exceeds \$5,000 or more

Description (please attach invoice)	Amount

Comments: _____

CERTIFICATION:

I certify that the above information is true and correct to the best of my knowledge and that I have authority to report on expenditure amounts as listed for the above named agency. I also certify that the above information is auditable should an audit be deemed necessary.

Contact Name

Signature

Date

Reports are due on the stipulated reporting dates. Failure to submit reports timely could result in payment delays.
Submit completed reports to: Peter Thurston, Lane County Community and Economic Development Program, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401

LANE MANUAL CHAPTER 21.130 STANDARD PROVISIONS

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

- (1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- (2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.
- (4) Contractor and any subcontractor shall pay to the Dept. of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or material furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
- (6) Contractor shall make payment promptly, as due, to any person, copartnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
- (7) Contractor shall employ no person for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it. In such cases, except in cases of contracts for personal services, as defined in ORS 279.051, contractor shall pay the laborer at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holidays specified in ORS 279.334. In the case of contracts for personal services as defined in ORS 279.051, the contractor shall pay laborers at least time and a half pay for work performed on legal holidays specified in ORS 279.334 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. When specifically agreed to in a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 and not listed in ORS 279.334(1). Other exceptions, including those for residential care facilities, are as specified in ORS 279.342.
- (8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.348 to 279.365.
- (9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- (10) Contractor shall comply with all federal, state, and local laws and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the

contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, August 1990 on pages 6-7. If new or amended statutes, laws or regulations are adopted, or the Contractor encounters a condition not referenced to in the bid documents not caused by the Contractor and not discovered by reasonable site inspection which requires compliance with federal, state or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the Contractor shall have all the rights and obligations specified in ORS 279.318 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330 and OAR 137-40-020.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

- (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
- (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to

transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County recycled paper policy, utilizing recycled paper which meets functional and availability requirements and where the price is within five percent of nonrecycled paper.

(22) The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(Rev 2/92)

Exhibit E

INSURANCE COVERAGES REQUIRED

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 Lane County as to limits, form and amount. The types of insurance CONTRACTOR is required to obtain or maintain for the full period of the contract will be:

X* **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
<u> </u> Explosion & Collapse	<u>X*</u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> </u> Limits of the Oregon Tort Claims Act (ORS 30.370), limits presently at \$500,000 per occurrence
<u>X*</u> Products/Completed Operations	<u> </u> Other
<u>X*</u> Contractual Liability	
<u> </u> Broad Form Property Damage	
<u> </u> Owners' & Contractors' Protective	

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X* **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

<u>X*</u> \$1,000,000 per occurrence
<u> </u> Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence.
<u> </u> Other

 PROFESSIONAL LIABILITY insurance with limits not less than **\$1,000,000**.

X* **ADDITIONAL INSURED CLAUSE.** The liability insurance coverages required for the performance of this contract shall be endorsed to name State of Oregon, Division, Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X* **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by CONTRACTOR shall also carry Workers' Compensation and Employers' Liability coverage.

X* **EMPLOYER'S LIABILITY**

 LIMITS OF \$500,000

X* **BUILDERS RISK** insurance special form. Limits to be the value of the contract or \$_____.

X* **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$10,000 per employee.

*Where applicable

Any questions concerning insurance and indemnity should be directed to the county Risk Manager at (541) 682-4569

GOALS

Lane County's Goals

Lane County Government exists to ensure the safety and well being of the people who live, work and visit our communities. That includes personal safety, security of property, preservation of infrastructure, health safety, and assisting in providing for our citizens' basic needs. Lane County places special emphasis on programs that serve youth, incorporated into and consistent with the following overall goals:

- Work for a strong regional economy to expand the number of family-wage jobs available in Lane County.
- Provide opportunities for citizen participation in decision-making, voting, volunteerism and civic and community involvement.
- Ensure the provision of basic social support in the areas of health care, disease prevention, protection, poverty reduction and independent living.
- Ensure the public's safety with regard to adult and juvenile crime, emergency preparedness and regional cooperative policing through law enforcement, intervention, prosecution, incarceration, and parole and probation, while protecting individual's constitutional rights.
- Contribute to appropriate community development in the areas of transportation and telecommunications infrastructure, housing, growth management and land development.
- Maintain a healthy environment with regard to air quality, water quality, waste management, land use and parks.
- Protect the public's assets by maintaining, replacing or upgrading the County's investments in systems and capital infrastructure.
- Provide efficient and effective financial and administrative support and systems to direct service departments.

County departments will continue to develop specific and measurable objectives consistent with these over-arching goals. Departments will articulate measurable results that focus departmental objectives, plans, strategies and activities, and will evaluate department performance in achieving the planned results.



GOALS

Advertisement – Request for Proposals

Date of Publication: July 6, 2004

Contact: Peter Thurston 541-682-4062

REQUEST FOR PROPOSALS

The Lane County Administration Department, Community and Economic Development Program is seeking respondents to a Request for Proposals (RFP) from qualified providers interested in applying for \$200,000 in funding to deliver economic development services. The contract period will be from approximately October 1, 2004 for a period of one year, with the possibility of being extended for up to two additional years based on demonstrated need, availability of funding, and contractor performance. Applicants must be licensed to perform the work proposed in the applicant's proposal. In the event a proposal includes public improvements as defined in Oregon Revised Statutes Chapter 279.011, Subsection 8, the applicant must comply with all applicable provisions of Chapter 279. Proposals must be delivered to the following address no later than 2 p.m. on July 26, 2004 for the 2004-05 Initial Proposal Cycle: Lane County Administration Department, 125 E. 8th Avenue, Eugene, Oregon, Attention: Peter Thurston, Community and Economic Development Coordinator. The Initial Proposal Cycle applications will be publicly opened by Mr. Thurston at that time. Proposals marked for the 2004-05 Initial Proposal Cycle and received after the above stated deadline will not be accepted.

Applications for the 2004-05 Open Proposal Cycle may be submitted until December 31, 2004. Upon receipt of a proposal, Lane County may then place an ad in a newspaper of general circulation indicating an Open Proposal Cycle application is eligible for funding consideration and soliciting letters of interest for any other projects. Letters of interest (LOI) will be received from potential applicants for a period of two weeks from the publication of the notice. If a LOI is received in the designated period, all interested parties who responded to the LOI will be sent notice that two additional weeks from the date of the letter will be allowed to submit their complete proposal(s) under the Open Proposal Cycle guidelines in the RFP.

To qualify for funding under this RFP, respondent must be an equal opportunity employer. Request for Proposals will be available at the address above at noon on July 1, 2004. Lane County may reject any proposal not in compliance with all prescribed public selection procedures and requirements and may reject for good cause, any and all proposals upon a finding that it is in the public interest to do so. For further information contact Peter Thurston at (541) 682-4062. A pre-proposal conference is scheduled for July 14, 2004. Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

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