



REQUEST FOR PROPOSALS
for
Executive Management Recruitment Services

PROPOSALS DUE: April 6, 2022

ISSUED BY:
Emergency Communications of Southern Oregon
400 Pech Road
Central Point, OR 97502

PUBLISHED: March 21, 2022

REQUEST FOR PROPOSALS FOR EXECUTIVE RECRUITMENT AND PLACEMENT SERVICES

Notice is hereby given that Emergency Communications of Southern Oregon (ECSO) is accepting via email, proposals for the following:

Comprehensive recruitment services for the Executive Director position at ECSO. The ECSO Board of Directors has enlisted a Board sub-committee to oversee the recruitment process and function as the primary points of contact with the selected recruitment firm. In consultation and collaboration with the Board sub-committee, the selected recruitment firm will be expected to:

- Develop a comprehensive recruitment strategy
- Review and make recommendations on current position compensation package to current market conditions for similar positions regionally and nationally (not a formal compensation study)
- Development and manage the project timeline
- Conduct internal stakeholder interviews in the development of a position profile
- Post, advertise and actively seek out candidates that best fit the position profile, position qualifications and organizational values.
- Develop and utilize candidate evaluation criteria and interview process to screen applicants into a finalist group.
- Assist and support Board of Directors in the finalist selection process

RFP RESPONSES DUE BY: April 6, 2022 – 5:00 PM

No responses will be received or considered on or after the time of closing.

All questions and comments regarding this solicitation shall be directed by email to Robert Horton, Board Chair, ECSO at RobertH@jcfd3.com

The ECSO Board of Directors reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all proposals upon the finding that it is in the public interest to do so, and may waive any and all formalities.

Dated this 21st day of March, 2022.

1. GENERAL: OVERVIEW & BACKGROUND

Overview

ECSO is an Intergovernmental Agency under ORS 190 serving all law enforcement (except OSP), fire and EMS (except Mercy Flights) providers in Jackson County, Oregon and is governed by a Board of Directors and an Intergovernmental Council.

The ECSO Center provides 24-hour service in the answering of all emergency and non-emergency police, fire and medical calls, consistently in excess of 400, 000 calls annually. The Center is staffed by a team of 40 full-time Public Safety Telecommunications Specialists and five supervisors. The center is also staffed by an Executive Director, Operations Manager, HR/Finance Manager, Performance Manager, IT Manager and three Analysts supporting the Center's mission and duties.

ECSO total budget for FY 2021-22 of just over \$10 million is primarily funded by user fees from the participating agencies and is also supported by state 9-1-1 tax receipts. In May of 2020, the Jackson County Board of Commissioners, on behalf of ECSO, obtained voter approval to issue general obligation bonds to fund the upgrade and expansion of the public safety radio system within the County, a significant project that will be a key project for the Director and management team over the next 3-4 years.

Background

ECSO has been fortunate in maintaining a stable workforce, especially at the executive management team level. The retiring Director has been in the Director position for over 19 years, with the four Department Head level managers also having long tenures with ECSO.

It is the intention of the outgoing Director and the Board of Directors to hire the replacement Director prior to the October 1, 2022 departure of the retiring Director to provide familiarization, internal and external relationship engagement and organizational overlap for continuity of operations and for the success of the new Director.

Projected Milestones

Anticipated significant milestones for this process are as follows:

- Recruitment Services Contract Execution: April 22, 2022 (or earlier)
- Job Posting and Active Recruitment: May/June 2022
- Interviews/Finalist & Candidate Selection: July/August 2022

2. SCOPE OF WORK

Project Scope

The selected recruitment firm will be the project lead in the development of a recruitment strategy, timeline, job announcement, posting/advertising, interview/selection structure, criteria and schedule. The recruitment firm will work closely with the Board sub-committee throughout the process and will be expected to engage with both the Board and the Intergovernmental Council as appropriate throughout the process.

Scope of Services

Specific project deliverables include the development of a job announcement, extensive placement of position availability with all relevant professional associations, membership groups and similar organizations for executive level public safety professional exposure.

It is also expected that the recruitment services will include targeted, proactive solicitation and engagement to source candidates who match the job qualifications, mission and values of the organization.

Stakeholder interviews will be expected in order to develop a job announcement that best captures the current and future needs of the organization and the values and professional attributes, skills and experience of the next ECSO Executive Director.

Other Services

In the process of developing the above noted deliverables and activities, the selected recruitment firm will also be asked to review the existing job description, compensation package and other background information and provide professional recommendations and opinions to the Board sub-committee in support of the overall recruitment success.

3. CHANGES TO RFP

Prospective proposers may request or suggest any change to the RFP by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted prior to the Deadline for Proposer Questions stated in Section 3, Proposal Submission and Award Schedule subsection above.

The evaluation team will evaluate all requests submitted but will not be obligated to accept the requested change.

4. PUBLIC DISCLOSURE OF PROPOSALS

Any information provided to ECSO pursuant to this RFP is subject to public disclosure pursuant to Oregon's public records laws (ORS 192.410 to 192.505).

The general requirement for public disclosure is subject to several exemptions. Each page containing information deemed by the proposer as necessary to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.) should be plainly marked. Marked pages should be placed in a group separate from the remainder of the proposal.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. ECSO will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

ECSO will redact pages that include both exempt and nonexempt information to allow disclosure of the nonexempt information.

Unless expressly provided otherwise in this RFP or in a separate communication, ECSO does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. Except for pages which are designated as confidential because of they contain trade secrets or proprietary information, and they are not disclosable under the Oregon Public Records Law, ECSO considers the balance of the proposal

submitted in response to this RFP to be submitted in confidence only until the date of “Competitive Range Proposers Identified and Notified of Interviews”, as stated in Section 3, Proposal Process, Proposal Submission and Award section.

5. PROPOSAL COSTS

Any Due Diligence efforts conducted by a Proposer is at the Proposer’s expense. ECSO will not pay any costs incurred in the preparation or submission of a proposal (including the interview phase if required), or in the negotiation execution of the form of contract, or otherwise responding to this RFP, all of which will be the sole responsibility of the proposer.

6. RIGHT TO REJECT PROPOSALS AND CANCEL RFP

ECSO reserves the right to reject any and all proposals. ECSO may cancel the RFP without liability to ECSO any time prior to executing the contract if ECSO determines, in its sole discretion, it’s in ECSO’s best interest to do so.

7. PERIOD OF IRREVOCABILITY

Proposals shall be offers that are irrevocable for a period of sixty (60) calendar days after the time and date proposals are due. Proposals shall contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

8. OBLIGATION TO AWARD

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate ECSO to award a contract.

9. QUESTIONS

Questions pertaining to this RFP shall be presented via email to:
Robert Horton – Board Chair, ECSO RobertH@jcfd3.com

Questions must be received in electronic format no later than 5:00 p.m. on the date stated for the Deadline for Proposer Questions, in Section 3, Proposal and Submission and Award Schedule subsection.

10. AMEND OR WITHDRAWL PROPOSAL

A proposer may amend or withdraw its proposal any time prior to the time and date established for submission of proposals.

Objections or Protests

Process: A proposer or prospective proposer who wishes to object or protest any aspect of this procurement must send a written protest to:

Robert Horton, Board Chair, ECSO RobertH@jcfd3.com

A protest shall be deemed to include only the documents timely delivered pursuant to this paragraph. It must clearly state all the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. ECSO may investigate as it deems appropriate in reviewing the protest and will issue a written response to the protest. ECSO may proceed with contract award, execution, and performance while a protest is pending.

Timeliness: If the protest relates to matters that are apparent on the face of the solicitation documents or that are otherwise known or should have been known to the protester, the protest must be delivered no later than (10) calendar days prior to the Proposals Due Date, as stated in Section 3, Proposal Process, Submission and Award Schedule subsection.

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event later than seven (7) calendar days, after the protester knows or reasonably should have known of the award of the contract, ECSO's intent to award the contract, or other matters to which the protest is addressed.

ECSO will decline to review a late protest.

Informalities

ECSO reserves the right to waive informalities of proposals.

11. SUBMISSION OF PROPOSALS

Deadline and Location for Proposal Submission

The proposal must be emailed to the following addressee not later than **5:00 p.m.** on April 6, 2022

Robert Horton, Board Chair, ECSO
RobertH@jcfd3.com.

12. CONTENT AND SCORING OF PROPOSAL

1. Proposal Content

Proposals shall contain the following information, provided in the order listed below. Proposers are encouraged to use creativity and to provide complete information in their written proposals.

- Cover Letter
- Background/Experience (include specific experience with public safety/communications)
- Project team, qualifications and roles
- Proposed Recruitment Services/Strategy
- Proposed Project Timeline
- Costs per Major Service Category
- Total Project Cost

2. Proposal Scoring

Proposals will be reviewed, evaluated and scored by the Board sub-committee as follows:

| | |
|--|-----|
| Background/Experience | 20% |
| Recruitment Services/Strategy/Timeline | 40% |
| Project Cost | 40% |

ECSO reserves the right to share the Proposal with any third party of ECSO's choosing, in order to secure expert opinion. (The third party will be obligated to retain information in confidence to the same degree as the Evaluation Committee members.)

13. NONRESPONSIVE PROPOSALS DISQUALIFIED

Proposals that do not meet minimum RFP requirements and omission is not a "minor informality" waived by ECSO will be classified as "nonresponsive." ECSO will disqualify all nonresponsive proposals from further evaluation. Responsive proposals will be evaluated based on the criteria within this RFP.

14. DETERMINATION TO CONDUCT INTERVIEWS

Interviews may not be required. The evaluation committee will determine if interviews will be conducted. If conducted, only those proposals determined within the competitive range will be considered for Interviews and award.

15. INTERVIEWS (IF HELD)

In addition to presenting qualifications, experience, and the proposer's approach to the Project, the interviewees will be expected to respond to questions from the panel regarding the firm's proposal as well as additional questions related to other pertinent matters regarding the RFP. The length, format, criteria, and scoring for the interview will be provided to the proposers requested for interview if such interviews are determined to be necessary.

Should your firm be invited to interview, proposers will have the individual identified as the key Project Staff present to be the primary responder. At a minimum, the corporate executive dedicated to the Project, the project manager, and the project superintendent shall be in attendance; others may attend if deemed necessary by the proposer.

The evaluation committee will add together the points that each committee member assigns and divide the total points by the total number of evaluation committee members to compute average score for the evaluation questions.

Maximum available points for interviews will be 100 points. The evaluation committee's interview points are added to the points awarded to the proposer's written proposal.

16. SELECTION OF FINALIST/NEGOTIATION OF CONTRACT

After evaluation by the team, the team will recommend to the ECSO Board of Directors that the top-ranked proposer be invited to work with ECSO. If ECSO is unable to successfully negotiate with the top-ranked proposer, ECSO reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

ECSO may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete ECSO's investigation.

17. COMMENCEMENT OF WORK

The successful proposer may commence work upon execution of a professional services contract between the parties (contract template provided below)



Executive Recruitment Services CONSULTANT SERVICES CONTRACT

This contract is made and entered into by and between:

Contract No. _____

| | |
|-------------|--|
| Consultant: | ECSO 400 Pech Road Central Point, OR 97502 |
| Attn: | Attn: Margie Moulin |

SCOPE OF WORK: Conduct recruitment services for the Executive Director position per the scope of work outlined on Exhibit B dated _____ attached here to and made a part hereof.

SUPERSEDING EFFECT.

There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. All attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence): 1) Exhibit A Terms and Conditions and 2) Exhibit B Scope of Work.

CONSIDERATION.

Consultant shall perform the Work required in consideration of the Not to Exceed sum(s) of _____ (the contract price) per site for which ECSO agrees to pay for the Work in a manner further described in this Contract. Further ECSO will reimburse the Consultant reasonable and customary expenses which are estimated not to exceed _____ per site. The Contract number shall be indicated on all invoices and correspondence.

CONTRACT PERIOD.

The contract period shall begin upon signing of this Agreement by both parties, and shall terminate on the Completion Date, unless earlier terminated or later extended by the parties hereto.

COMPLETION DATE: _____

ECSO REPRESENTATIVE.

ECSO Representative for this contract is: Margie Moulin (541)774-5061 (phone)
Margie.moulin@ecso911.com (email)

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

| | |
|------------------------------|------------------------------|
| Consultant: _____ | ECSO |
| _____ Signature and Title | _____ Signature and Title |

EXHIBIT “A” TERMS AND CONDITIONS – PROFESSIONAL SERVICES CONTRACT

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and ECSO Public Contracting Rules

1. **ASSIGNMENT.** The Consultant may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without ECSO's prior written consent.
2. **AUTHORITY.** The Consultant represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Consultant.
3. **CHANGES.** The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of ECSO and Consultant.
4. **COMPLIANCE WITH LAWS.** If the Consultant fails to comply ECSO shall have the right to terminate this Contract pursuant to subparagraph 24b below.
 - a. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable, including but not limited to the Oregon laws specifically listed in Section 19 of this Contract. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.
 - b. Consultant expressly agrees to comply with:
 - (i) Title VI and VII of Civil Rights Act of 1964, as amended;
 - (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425;
 - (iv) Executive Order 11246, as amended;
 - (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - (vi) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended;
 - (vii) ORS Chapter 659, as amended;
 - (viii) all regulations administrative rules established pursuant to the foregoing laws;
 - (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
 - (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
5. **CONTINUING OBLIGATION.** Notwithstanding the Completion Date of this Contract, the Consultant is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

6. **DELAYS IN DELIVERY; FORCE MAJEURE.** Neither ECSO nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.

7. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all ECSO property.

8. **FOREIGN CONTRACTOR.** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if the Consultant is not domiciled in or registered to do business in Oregon, the Consultant shall promptly provide the Oregon Department of Revenue all information required by that Department.

9. **GOVERNING LAW/VENUE.** The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Clackamas County or the Federal Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of ECSO and Consultant shall be cumulative and may be exercised successively or concurrently.

10. **IDENTIFICATION OF EMPLOYEES.** Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Consultant logo/name) while on ECSO property.

11. **INDEMNIFICATION AND HOLD HARMLESS.** Except for claims arising out of acts caused by the sole negligence of ECSO, its Administrators or employees, the Consultant agrees to indemnify and hold harmless ECSO and its board members, administrators, employees and agents, from acts or omissions of any nature whatsoever of the Consultant, its agents, servants and employees, causing injury to or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of ECSO therefrom.

12. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by ECSO. If, in ECSO's reasonable discretion, the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met, ECSO shall insist on compliance and will provide the Consultant with a 'cure date'. If the Consultant does not comply ECSO may terminate the contract pursuant to subparagraph 24a of this Contract. Within a reasonable time, all goods delivered are subject to final inspection and acceptance after delivery or completion at ECSO's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, ECSO shall have the right to require correction or replacement at no additional cost to ECSO.

13. **INSURANCE** Before commencing work, Consultant shall procure and maintain:

a. **WORKER'S COMPENSATION** as required by law.

b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Consultant has employees performing services under the contract.

c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$500,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$1,000,000 in the aggregate. ECSO shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Consultant has no vehicle while providing work under the contract.

d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Consultants, products/completed operations, and blanket contractual: \$700,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$1.5 million in the aggregate. May be waived only by C800 Risk Manager.

e. **PROFESSIONAL LIABILITY**. Provider shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.

f. ECSO, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to ECSO, Attn: Margie Moulin, 400 Pech Road, Central Point, OR 97502. The Consultant agrees to pay for the insurance specified and agrees to provide ECSO with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.

g. ECSO reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.

h. This insurance shall be considered as primary insurance and exclusive of any insurance carried by ECSO, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that ECSO may have other valid and collectible insurance covering the same risk.

14. INVOICING AND PAYMENT. Consultant shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to ECSO Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date ECSO's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion and acceptance of the Work. ECSO will not pay any additional charges unless pacifically agreed to in writing by ECSO. The invoice(s) shall be submitted to ECSO, Attn: Jody Hathaway, 400 Pech Road, Central Point, OR 97502. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and/or the quote provided for the individual project (if applicable), the project name/number and ECSO Contract Manager's name.

15. MANUFACTURER'S WARRANTIES. Manufacturer's warranties received by the Consultant which are applicable to any material equipment, parts, property and services furnished by the Consultant under this Contract shall survive acceptance and payment, shall run to ECSO, its successors and assigns, and shall not be deemed to be exclusive.

16. STANDARD OF CARE. The services provided by the Consultant under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

17. PERMITS AND RESPONSIBILITIES. Without additional expense to ECSO, the Consultant shall be responsible for maintaining any necessary licenses and permits.

18. **PRICES.** All pricing is considered fixed and firm for the Contract term. The Consultant warrants that the price of the Goods and Services covered by this Contract are not in excess of the Consultant's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods or Services.

18. **PUBLIC CONTRACTS.** This Contract requires compliance with the following Oregon Revised Statutes (ORS) as applicable:

- a. 279B.020 Conditions concerning maximum hours of labor on public contracts.
- b. 279B.220 Conditions concerning payment, contributions, liens, withholding.
- c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
- d. 279B.230 Condition concerning payment for medical care and providing workers' compensation.
- e. 279B.235 Condition concerning hours of labor.
- f. 305.385 Compliance with Oregon tax laws.

20. **SECURITY CHECK:** The Consultant agrees that each of its employees, sub-consultants' employees and principals/owners involved in the Work may, at the option of ECSO, be subject to a security check, at any time, through the Jackson County Sheriff's Department or other venue. ECSO retains the option to require the immediate removal of any sub consultant, employee or agent. Notwithstanding the foregoing, Consultant, and not ECSO, remains solely responsible for performing background checks on, and screening for public safety all sub-consultants and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to ECSO upon request.

21. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

22. **Not Used.**

23. **TAXES.** ECSO is exempt from Federal, State, and Local taxes.

24. **TERMINATION.**

- a. **Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties, or ECSO may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Consultant.
- b. **C800's Right to Terminate For Cause.** ECSO may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or at such later date as ECSO may establish in such notice, upon the occurrence of any of the following events:
 - i. ECSO fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;
 - ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or ECSO is prohibited from paying for such Work from the planned funding source;

- iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
 - iv. Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of ECSO's notice, or such longer period as ECSO may specify in such notice.
- c. **Consultant's Right to Terminate for Cause.** Consultant may terminate this Contract upon 30 days' notice to ECSO if ECSO fails to pay Consultant pursuant to the terms of this Contract and ECSO fails to cure within 30 business days after receipt of Consultant's notice.
- d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice ECSO's right to enforce this Contract with respect to any breach of a Consultant warranty or any defect in or default of Consultant's performance that has not been cured, including any right of ECSO to indemnification by Consultant. If this Contract is so terminated, Consultant shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. **Remedies.** In the event of termination pursuant to above, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by ECSO, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to ECSO upon demand.
- f. **Consultant's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless ECSO expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to ECSO all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon ECSO's request, Consultant shall surrender to anyone ECSO designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

25. TRANSPORTATION. The Consultant is responsible for transportation of its employees to and from the Work site.

26. WAIVER. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

END

EXHIBIT “A” – TERMS AND CONDITIONS – PROFESSIONAL SERVICES CONTRACT

INSURANCE COVERAGE REQUIREMENTS

The insurance coverages indicated below are a summary of the minimum requirements acceptable to ECSO. A current Certificate of Insurance from a company authorized to provide insurance in the State of Oregon and is rated A VII or better, evidencing these coverage’s and naming Emergency Communications of Southern Oregon as an additional insured must be on file in our office prior to the commencement of work or payment on any ECSO project.

✓ INDICATES THAT TYPE OF INSURANCE IS REQUIRED

| TYPE OF INSURANCE | | LIMITS OF LIABILITY | | |
|---|-----------------------|--|-----------------------------------|---------------------------------|
| Each Occurrence | | Aggregate | | |
| GENERAL LIABILITY – OCCURRENCE FORM | | | | |
| ✓ | Comprehensive Form | Bodily Injury | \$1,000,000 | \$2,000,000 |
| ✓ | Premises - Operations | Property Damage | \$1,000,000 | \$2,000,000 |
| ✓ | | | | Products & Completed Operations |
| ✓ | | | | Contractual Liability |
| ✓ | | | | Contractors Pollution Liability |
| ✓ | | | | AUTOMOBILE LIABILITY |
| ✓ | Comprehensive Form | Bodily Injury (Each Person) | \$1,000,000 | |
| ✓ | Owned | Bodily Injury (Each Accident) | \$1,000,000 | |
| ✓ | Hired | Property Damage OR | \$1,000,000 | |
| ✓ | Non-Owned | Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 | |
| EXCESS LIABILITY (Over and above automobile and general liability) | | | | |
| ✓ | ✓ Umbrella Form | Bodily Injury/Property Damage Combined | \$5,000,000 | |
| ✓ | | WORKER'S COMPENSATION | Per Oregon Revised Statues | |
| ✓ | | EMPLOYER LIABILITY | \$500,000 | |

OTHER

Errors & Omissions (Professional Liability) \$1,000,000

The Contractor's insurance company must provide a standard certificate of insurance form showing the required coverage and modified to conform to the following endorsement. The following endorsement must also be attached.

EXHIBIT “B” - _____ - PROFESSIONAL SERVICES CONTRACT

INSURANCE ENDORSEMENT

The Consultant certifies that the policies listed on the attached Certificate of Insurance are hereby endorsed as follows:

1. ECSO and ECSO Board of Directors; and all other elected or appointed officials; and all agents and employees of ECSO while acting in their capacity as such, shall be named as additional insured, but only as respects the contract between the above insured and ECSO.
2. This policy(ies) shall be considered as primary insurance and exclusive of any insurance carried by ECSO, and the insurance evidenced by this certificate shall be exhausted first, notwithstanding the fact that ECSO may have other valid and collectible insurance covering the same risk.
3. The certificate of insurance, other than the pollution liability insurance shall include ECSO as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing ECSO as a scheduled insured. Such insurance shall provide sixty (60) days written notice to ECSO in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to ECSO under this insurance. This policy(s) shall be primary insurance as respects to ECSO. Any insurance or self-insurance maintained by ECSO shall be excess and shall not contribute to it.
4. This policy(ies) shall not be canceled or reduced in coverage until after thirty (30) days written notice of such cancellation or reduction in coverage shall have been mailed to certificate holder.