



LANE COUNCIL
of GOVERNMENTS *Oregon*

Request for Proposals (RFP)

FY27-004: Audit Services

**Proposal Closing:
2:00 PM, Wednesday, July 22, 2026**



LANE COUNCIL of GOVERNMENTS Oregon

Lane Council of Governments

REQUEST FOR PROPOSALS (RFP) TO PROVIDE AUDIT SERVICES

Notice is hereby given that Lane Council of Governments (LCOG), a local government in Lane County, Oregon, solicits proposals for audit services as required by ORS 297.425.

SCHEDULE:

Request for Proposals Issued	July 6, 2026
Questions Received By	July 15, 2026
Final Proposals Due at 2PM	July 22, 2026
Proposals Evaluated	July 29, 2026
Interviews Conducted By, if necessary	August 14, 2026
Intent to Award Issued	August 17, 2026
Contract Signed By	September 30, 2026

SUBMISSION OF PROPOSAL:

All proposals must be submitted by 2PM on July 22, 2026 via OregonBuys or email to dgrabicki@lcog-or.gov.

CONTACT:

Brendalee S. Moore, Executive Director
Phone 541-682-4395
Email bmoore@lcog-or.gov

ADDRESS:

Lane Council of Governments
859 Willamette Street, Suite 500
Eugene, Oregon 97401

Dated this 3rd day of July, 2026.

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Lane Council of Governments Website



LANE COUNCIL of GOVERNMENTS Oregon

REQUEST FOR PROPOSAL – AUDIT SERVICES

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LANE COUNCIL OF GOVERNMENTS BACKGROUND

Lane Council of Governments (LCOG) is a voluntary association of local governments in Lane County formed under ORS 190.003 to 190.110. The agency serves as a regional planning, coordination, program development and service delivery organization in Lane County.

The governing body of LCOG is its Board of Directors, comprised of local elected and appointed officials designated to represent member governments and agencies. It does not act under the direction and control of any single governmental entity and has the following characteristics:

- It is governed by a board of directors consisting of one appointed director from each of its 35 member organizations.
- It is a legally separate entity.
- It is fiscally independent of all member organizations and all other local government entities.
- It is vested with all the powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to the intergovernmental agreement

The LCOG Executive Director is responsible for carrying out policies of the Board and overseeing the daily operations of the agency. Financial records are maintained by the Finance and Budget Office, which is part of the Administrative Services Division.

LCOG's annual budget for FY2026-27 is estimated at \$85 million, including fund balances. LCOG does not have taxing or law making authority, so almost all of LCOG's funding is from grants and contracts. The grants and contracts are grouped into four major fund types: General Fund, Special Revenue Fund; Proprietary Fund and Fiduciary Fund. LCOG follows the requirements of ORS 294.900 in the preparation and adoption of its annual budget. These rules are different than the requirements for cities and counties in Oregon.

I. SCOPE OF WORK

1. PURPOSE OF RFP

LCOG invites proposals from qualified independent certified public accounting firms to provide annual financial statement audit services, including the required Single Audit and STIF (State Transportation Improvement Fund) Agreed Upon Procedures, in accordance with applicable Oregon law and current generally accepted auditing standards.

Our objective is to select the firm best qualified to provide:

- Auditing our financial statements of governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise LCOG's basic financial statements.
- Express an opinion as to whether our financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles.
- Reporting on internal control over compliance for major federal programs and expressing an opinion on compliance in accordance with the Uniform Guidance (2 CFR Part 200, Subpart F) and current Government Auditing Standards.
- Reporting on internal control to major programs and an opinion on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.
- Assistance to LCOG staff on accounting, financial reporting, internal control, and implementation of new accounting and auditing **standards that does not impair the Auditor's independence.**
- Written recommendations to management if appropriate.

2. SCOPE OF AUDIT AND REPORTS REQUIRED

A. Annual Comprehensive Financial Report (ACFR) for LCOG

The Annual Comprehensive Financial Report (ACFR) is prepared to conform fully with generally accepted accounting principles (GAAP) and to be in full compliance with the pronouncements of the Governmental Accounting Standards Board (GASB) and/or the Financial Accounting Standards Board (FASB), and disclosures required by State regulations as appropriate.

LCOG management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles. At LCOG's request, the Auditor may assist in drafting the financial statements and related notes, provided such assistance complies with applicable independence requirements.

The Auditor shall complete fieldwork and provide draft financial statements, draft required reports, and a draft management letter no later than November 1, of each year and assist with preparing the financial statements so LCOG receives the GFOA Certificate of Achievement for Excellence in Financial Reporting Award Program.

B. Report on the Single Audit

LCOG is subject to the additional audit requirements imposed by the Uniform Single Audit Act of 1984 and Uniform Guidance (2 CFR Part 200, Subpart F).

C. Management Letter

The engagement should include recommendations to management, prepared by the audit firm in letter form, which include any findings, observations, opinions, comments or recommendations relating to internal control, accounting systems, data processing, compliance with laws, rules and regulations, or any other matters that come to the attention of the audit firm during the course of the examination and, in the opinion of the audit firm, warrant the attention of management. The management letter and management's written responses shall be discussed with LCOG officials prior to publication. A discussion draft will be submitted to the Finance and Budget Manager each year by November 1st. If no material weaknesses, significant deficiencies, or reportable findings are identified, the Auditor shall communicate that conclusion to management in writing.

D. Modifications to Original Audit Scope and Contract Amount

In the event that circumstances disclosed by the audit indicate that a more extensive and detailed examination is required in addition to that which would be sufficient under normal circumstances, the audit firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the additional services to LCOG. Any fees relating to such extensions of examination procedures are to be considered as additional fees subject to negotiation and are not included within the scope of services to be performed under the original contract signed as a result of this RFP. No additional work shall be performed without prior written authorization from LCOG.

3. OTHER SERVICES

A. Other Technical Assistance

As a part of the overall audit contract LCOG expects to receive a variety of technical assistance throughout the fiscal year. This assistance would include, but is not limited to, answers to accounting, reporting, Internal Revenue Service, or internal control questions including the comments in the Management Letter. Timely availability and prompt response are important.

B. Additional Services

Proposals shall contain provisions for dealing with extraordinary circumstances discovered during the audit that may require an expansion of audit work beyond that which was originally planned. In addition, the audit firm may be requested to perform special projects for LCOG during the year. Because of variations in the demand for additional services from year to year, such work will be contracted for, provided, and billed separately to LCOG on an hourly or otherwise agreed upon basis. Proposals should be submitted to LCOG describing the service to be rendered by the audit firm and the fees charged.

4. AUDIT CONTRACTS

A. Contract Period

A contract will be required for LCOG, including the Single Audit. The contract will cover three fiscal years and include a sixty (60) day cancellation provision and an available appropriation clause. The contract may be renewed for two more years. LCOG reserves the right to request proposals for audit services in future years.

B. Subsequent Year Fees

If the contract is renewed for subsequent fiscal years, the fee for each subsequent fiscal year will be equal to the previous year's fee. Any proposed increases shall be limited to the percentage increase in the annual All Urban Consumers US Cities Average Consumer Price Index (CPI), according to the U.S. Department of Labor, Bureau of Labor Statistics.

The audit firm shall not release news or make any statements to the public, press, or other media relating to matters pertinent to the financial statements of LCOG, the management letter, or the audit contract, without prior approval from the LCOG Executive Director.

5. MANDATORY AUDIT REQUIREMENTS

A. Audit Standards

Each examination shall be made in accordance with generally accepted auditing standards (GAAS), promulgated by the American Institute of Certified Public Accountants; the Minimum Standards for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State in cooperation with the Oregon State Board of Accountancy; generally accepted governmental auditing standards (GAGAS), Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (the Yellow Book), issued by the Comptroller General, U.S. Government Accountability Office Single Audit Act Amendments of 1996, as implemented through the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subpart F (Uniform Guidance)); Oregon and local laws and regulations; LCOG's Intergovernmental Agreement, Bylaws, Board Policies, and other applicable governing documents; and with consideration given to comments received from the GFOA Certificate of Achievement for Excellence in Financial Reporting Award Program, as appropriate.

The Auditor shall perform all services in accordance with the most current versions of applicable professional standards in effect at the time the audit is performed, including any amendments adopted during the contract term.

The Auditor shall comply with all applicable independence, continuing professional education (CPE), quality management, and ethical requirements established by the American Institute of Certified Public Accountants (AICPA), Government Auditing Standards, the Oregon State Board of Accountancy, and other applicable regulatory authorities.

The Auditor shall complete and submit all required reports and filings associated with the Single Audit, including submission to the Federal Audit Clearinghouse, within applicable federal deadlines.

B. Reporting Deadlines

LCOG's audited financial statements are required by law to be submitted to the Secretary of State and filed with the Federal Clearinghouse no later than December 15 after the June 30 fiscal year end. The filing is initiated by the audit firm and the filing process is a combined effort by both the audit firm and LCOG.

6. PROPOSER QUESTIONS, ADDITIONAL INFORMATION, AND REQUESTS

A. RFP Clarification

Any audit firm requiring further clarification of the proposal procedures contained herein should submit specific questions to:

David Grabicki, Assistant Finance and Budget Director
Lane Council of Governments
859 Willamette Street, Suite 500
Eugene, OR 97401
dgrabicki@lcog-or.gov

Questions must be received prior to close of business on **July 15, 2026** to be considered. A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all firms in receipt of this RFP.

B. Information Regarding Basic Financial Statements

Government-wide Financial Statements: Statement of Net Position and Statement of Net Activities

The Statements are prepared using full accrual accounting since its measurement focus is total economic resources – both cash basis and values that have been earned or incurred but not actualized by fiscal year end (June 30 of each year). The statement reports both short-term and long-term assets, deferred outflows of resources and liabilities, and deferred inflows of resources.

Fund Financial Statements

Funds have been established by LCOG to account for revenues that are restricted to certain uses, comply with legal requirements, or account for the use of federal and state grants. LCOG uses fund accounting to ensure and demonstrate compliance with financial-related legal requirements. Fund financial statements are provided for the governmental funds (General Fund, Special Revenue Fund -Telecommunications, and Special Revenue Fund - Grant and Contracts Funds) and for the proprietary funds (Park Place Building Loan Programs; Economic Development, and Minutes Recording Services).

Most of LCOG's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. Governmental fund statements provide a detailed short-term view of LCOG's operations and the basic services it provides.

Governmental Funds: General Fund; Special Revenue Funds

1. General Fund

Principal sources of revenue are dues from member agencies, interest, and reimbursements from other funds. The General Fund includes the only discretionary or flexible resources of LCOG.

2. Special Revenue Funds

These funds account for revenues from specific revenue sources which include federal grants, state grants, and various contracts. These funds are reserved or designated to finance specific functions or activities.

Proprietary Funds (Enterprise)

Principal operating revenues of rents, loan fees, and interest on business loans are reported in the proprietary funds. These funds include LCOG-owned real estate and the business assistance loan program.

C. Prior-Year Financial Statements

Previous years' published financial statements are available for inspection upon request. The statements from the prior year included four major programs, which were defined by being larger than \$300,000.

D. Mandatory Requirements

To be considered as a responsive proposer, audit firm must meet the following requirements:

- 1) The Proposer employs accountants properly licensed by the Oregon State Board of Accountancy as Certified Public Accountants and includes at least one individual authorized to perform municipal audits in Oregon in accordance with applicable Oregon law.
- 2) The Proposer must meet the independence standards of the current Government Auditing Standards (Yellow Book), applicable AICPA independence standards, and all other applicable professional independence requirements.
- 3) The Proposer must be in good standing with the Oregon State Board of Accountancy and shall not be subject to any suspension or revocation of its authority to practice public accounting.
- 4) The Proposer shall have performed governmental financial statement audits for at least **five (5) years** and shall demonstrate substantial experience auditing Oregon local governments. The Proposer shall identify the number of Oregon governmental audits performed during the previous three fiscal years. The Proposer shall demonstrate substantial experience performing audits under the Uniform Guidance (2 CFR Part 200, Subpart F).
- 5) The Proposer shall have received a Pass rating on its most recent external peer review conducted in accordance with applicable AICPA peer review standards. If the firm received findings or deficiencies, the proposal shall include the firm's corrective action plan.
- 6) The Proposer shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than \$2,000,000 per claim throughout the term of the contract.
- 7) The Proposer shall utilize secure electronic systems for the exchange of confidential financial information, including encryption of data in transit and at rest, multifactor authentication where appropriate, and secure client portals for document exchange.

The proposal shall identify how it meets these requirements, including but not limited to providing:

- the approximate number of Single Audits completed annually;
- the industries or governmental entities served;
- experience auditing organizations receiving significant federal financial assistance.

II. PROPOSAL SUBMITTAL PROCEDURES

Schedule

Event	Deadline/Date
Request for Proposals Issued	July 6, 2026
Questions Received By	July 15, 2026
Final Proposals Due at 2PM	July 22, 2026
Proposals Evaluated	July 29, 2026
Interviews Conducted By, if necessary	August 14, 2026
Intent to Award Issued	August 17, 2026
Contract Signed By	September 30, 2026

Proposal Deadline

Proposals will be accepted until 2:00 p.m., Pacific Standard Time, July 22, 2026. All proposals are to be clearly labeled on the subject line as Audit Services Proposal. Complete proposals shall be emailed to David Grabicki dgrabicki@lcog-OR.gov or submitted via OregonBuys by the stated deadline.

Delivery is the sole responsibility of the proposer. All proposals received after the date and time indicated above will not be considered.

Right to Reject Proposals

LCOG reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between LCOG and the firm selected.

Cost of Preparing a Proposal

The RFP does not commit LCOG to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

PROPOSAL CONTENT AND FORMAT

To simplify and expedite the review process, LCOG requests that candidates prepare proposals in the standard format specified below:

Title Page

Proposer should identify the RFP subject, name of the firm, local address, telephone number, firm website, name and title of contact person, date of submission, and period for which the proposal is effective.

Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

Transmittal Letter

The transmittal letter should be not more than two pages long and should include as a minimum the following:

1. A brief statement of the proposer's understanding of the objective of the services to be performed;
2. A positive commitment to perform the services within the time period specified;
3. The names of persons authorized to represent the proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).
4. A statement affirming that the Proposer has reviewed the entire Request for Proposals and accepts its terms, except for any specifically identified exceptions.
5. A statement affirming the firm's ability to meet all reporting deadlines.
6. A statement confirming the firm's independence.

Submittals Required

Each submittal shall contain the following:

1. Signed and dated proposal response sheet.
2. Responses to all of the questions and requirements in this RFP
3. Fees Proposed and signed Additional Representations
4. Signed Addenda (if any).
5. Copy of most recent External Peer Review Report.
6. Letter of Comment (if applicable).
7. Corrective Action Plan (if applicable).
8. Certificate of Professional Liability Insurance.
9. Oregon Municipal Auditor qualification documentation.
10. Organizational chart of the proposed engagement team.

General Information

Each proposal response must contain responses to the following questions and requests for information appearing in this section, or should otherwise consider the requirements herein:

1. Name (firm or individual) of Proposer.
2. Address.
3. Federal Employer Identification Number and Oregon Secretary of State Business Registry Number.
4. How long have you been in business?
5. Are you a local, regional, national, or international operation? Describe the governmental audit practice as a percentage of the firm's total practice.

6. What is the location of the office from which the work is to be done (hereafter referred to as the "local office")?
7. List the number of professional audit staff by staff level employed in the local office and indicate the number of staff on the Oregon Municipal Auditor Roster or Mobility Roster. Identify:
 - Number of CPAs
 - Number of Municipal Auditors
 - Number of governmental audit specialists
 - Number of Single Audit specialists
8. Average years of governmental audit experience
9. In the preceding five years:
 - a. How many local Governments has the firm audited? (List the names of governments audited within Oregon).
 - b. List the local governments that have had business loan programs as part of their audit.
 - c. Of the number of local governments the firm has audited, how many were councils of governments?
9. Describe the firm's experience and qualifications relative to similar engagements contained within this RFP, and the number of GASB 34 audits performed. Describe your firm's experience in conducting single audits.
10. Disclose any investigations, peer review findings, litigation, disciplinary actions, license restrictions, PCAOB findings (if applicable), Oregon Board of Accountancy actions, or regulatory sanctions during the previous five years. (If yes, please provide information on the circumstances and status).
11. Please provide any other information you feel would help in the evaluation of your firm for this engagement.
12. Specific Audit Approach
Submit a work plan to accomplish the scope of work defined in of the Scope of Work of this RFP. The work plan should include time estimates (in hours) for each significant segment of the audit and the staff level to be assigned. The ACFR and Single Audit work plan should include an explanation of the audit methodology to be followed. Please address the approach to audit testing, sampling techniques, and analytical procedures.
13. Time Requirements
Provide detailed information on how the audit firm proposes to meet timelines and reporting deadlines. Audit milestones and dates should be provided.
14. Identification of Anticipated Potential Audit Problems
The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from LCOG or any other entity.
15. Communication and Client Service
Describe the firm's philosophy regarding client communication, including:
 - Expected response time to questions.
 - Availability of the Engagement Partner throughout the year.

- Technical consultation available outside the annual audit.
- Procedures for notifying management of significant findings during the audit.
- Frequency of status meetings.
- Process for resolving disagreements regarding accounting or auditing matters.

16. Cost Proposal Format

Proposals will set forth the total hours and dollar amounts, including out-of-pocket costs, for each engagement:

Services to be provided:	Hours	Amount
Audit of LCOG		
Preparation of basic financial statements and STIF Agreed Upon Procedures		
Hourly Fee for Additional Services		
Free Consulting Hours		
TOTAL FEE PROPOSAL FOR EACH FISCAL YEAR		

17. Rates for Additional Services

If it should become necessary for LCOG to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on the engagements, then such additional work shall be performed only if set forth in an addendum to the contract between LCOG and the selected audit firm. Any such additional work agreed to between LCOG and the firm shall be performed at the same rates set forth in the schedule of fees and expenses listed above. Specify all additional costs, such as travel and expert professional services.

18. Free Consulting Hours

List the number of hours your firm will provide each year, as part of the proposal fee and at no additional cost to LCOG, for audit, accounting and miscellaneous consulting services.

19. Audit Personnel

Audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

20. Independence Requirements

Said Proposer meets the independence requirements of the American Institute of Certified Public Accountants and as defined by the Government Auditing Standards (1994 Revision) issued by the U.S. General Accounting Office. Additionally, the Proposer is independent of all of the components of LCOG as defined by those same standards.

21. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.

22. . The Proposer certifies that it is authorized to perform municipal audits in the State of Oregon and shall maintain all required licenses and registrations throughout the contract term.
23. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - A. The selected proposal must be approved by the Executive Director.
 - B. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the Executive Director must approve the resultant contract.

By submitting a proposal, each Proposer certifies to the truth and accuracy of all statements, answers, and data contained in their proposal and application, and hereby authorizes LCOG to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The Proposer has examined all parts of this RFP and understands that it is completely discretionary with the Evaluation Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

III. PROPOSAL EVALUATION PROCEDURES

1. PROPOSAL REJECTION

LCOG reserves the right to:

- A. Reject any or all proposals not in compliance with all public procedures and requirements.
- B. Reject any proposal(s) not meeting the specifications set forth herein.
- C. Waive any or all irregularities in proposals submitted.
- D. Consider the competency of proposers in making any award.
- E. Reject all proposals.
- F. Award any or all parts of any proposal.
- G. Request references and other data to determine responsiveness.
- H. Reject any proposal that contains material misrepresentations, omissions, or false certifications.

2. SELECTION AND EVALUATION PROCESS

The LCOG evaluation team will review all proposals. LCOG reserves the right to request clarification of any proposal; however, proposers may not supplement or materially modify their proposals after the proposal due date except at the written request of LCOG. Following the verification of mandatory requirements being met, the proposals will be evaluated for their technical and fee proposal responses. Finalists will be selected to make a presentation of their proposal to the evaluation team. The scoring of proposals will be based on a 100 point scale. LCOG reserves the right to provide top ranked finalists an opportunity to provide a best and final offer.

LCOG may conduct reference checks, verify licensure, review peer review reports, and investigate the Proposer's demonstrated ability to successfully perform governmental audit engagements before making a final award recommendation.

The evaluation team shall express its opinion to the Executive Director on the professional acceptability of the recommended firm. The recommendation will then be presented to the LCOG Executive Committee for their consideration. Following affirmative Executive Committee action, the successful firm and LCOG will enter into a contract incorporating the terms and conditions of this RFP document and the proposer's response.

3. EVALUATION CRITERIA

	CRITERIA	POINTS AVAILABLE
1.	Qualifications, governmental and municipal experience, and references.	20
2.	Engagement team qualifications.	20
3.	Audit approach and methodology.	20
4.	Cost (fee schedule)	20

SUBTOTAL POINTS	80
Interview (if conducted)	20
TOTAL POINTS AVAILABLE	100

4. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

5. PROTEST OF AWARD

In accordance with ORS 279B.410, any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest. The protest shall be addressed to Brenda Moore, Executive Director, Lane Council of Governments, 859 Willamette Street Suite 500, Eugene, Oregon 97401 and shall specify the grounds upon which the protest is based. The Executive Director will issue a written decision within seven (7) days of receipt of the written protest.

6. RESERVATION IN EVALUATION

LCOG reserves the right to request Best and Final Offers (BAFOs) from one or more Proposers, to negotiate with the highest-ranked Proposer, or to reject all proposals if it determines that doing so is in the best interest of LCOG. Nothing contained herein obligates LCOG to award a contract solely on the basis of price.

IV. CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General’s Model Public Contract Rules, and the LCOG Board Policy. LCOG reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the LCOG. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor will notify LCOG of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. In the event of any conflict between the Proposal, the Contract, and this Request for Proposals, the Contract shall control, followed by this Request for Proposals, and then the successful Proposer’s Proposal unless otherwise expressly stated.

2. ORDINANCES, PERMITS, LICENSES

The contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify LCOG, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

3. WAIVER OF PROVISIONS

Contractor agrees that the waiver, acceptance, or failure by LCOG to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of LCOG to thereafter enforce such provisions.

4. PIGGYBACK CLAUSE (PERMISSIVE COOPERATIVE LANGUAGE)

By submitting a proposal, the Proposer agrees to extend the awarded contract’s terms, conditions, and pricing to other public and nonprofit organizations agencies in Oregon—including members of the Oregon Cooperative Procurement Program (OrCPP)—under the provisions of ORS 279A.215. Each participating entity will execute its own contract with the Proposer and shall be solely responsible for the management and payment of its own engagements under this agreement. Participation by other agencies is strictly permissive, and LCOG accepts no liability for the actions or engagements of other participating entities.

5. CANCELLATION

This contract may be terminated by either party upon not less than sixty (60) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. This contract may also be terminated by LCOG in the event that the project is permanently abandoned. LCOG may also terminate this Agreement for its convenience upon sixty (60) days’ written notice. In such event, the Contractor shall be compensated only for services satisfactorily performed through the effective date of termination.

6. CONTRACT BREACH

In the event of a breach by the proposer of any of the provisions of this contract, LCOG reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the contractor.

7. DAMAGES

The proposer shall be liable for any damage to LCOG resulting from their refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

8. HOLD HARMLESS AND INDEMNIFICATION

The proposer shall indemnify, defend, and harmless LCOG, its officers, employees, and agents from claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the Proposer or its officers, employees, agents, or subcontractors. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that LCOG may have under any statute, under the common law, or under this contract.

9. INSURANCE

The proposer shall maintain in force for the duration of this agreement a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; a Professional Errors and Omissions Liability policy with limits not less than \$1,000,000, naming LCOG, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement; and Cyber Liability Insurance with limits of not less than \$1,000,000 covering data breaches, privacy liability, network security, and unauthorized disclosure of confidential information. This insurance will be primary to any insurance LCOG may carry on its own.

Evidence of the above coverage issued by a company satisfactory to LCOG shall be provided to LCOG by way of a certificate of insurance before any work or services commence. The Contractor shall endeavor to provide thirty (30) days' advance written notice of cancellation, non-renewal, or material reduction in coverage. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to LCOG as evidence of coverage containing a 30-day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from LCOG's Executive Director.

10. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

11. LCOG PERSONNEL

No officer, agent, consultant, or employee of LCOG shall be permitted any interest in the contract.

12. CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, specifications will be effective without the prior WRITTEN consent of LCOG.

13. NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental disability, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services.

14. RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the 15.

15. CONFIDENTIALITY AND INFORMATION SECURITY

The Proposer acknowledges that it may receive confidential, exempt, or otherwise protected information in the performance of the audit services.

The Proposer shall:

- protect such information using reasonable administrative, physical, and technical safeguards;
- comply with all applicable federal and Oregon confidentiality laws;
- utilize secure electronic methods for transmitting confidential information;
- promptly notify LCOG of any actual or suspected unauthorized access, disclosure, or cybersecurity incident involving LCOG information; and
- return or securely destroy confidential information upon completion of the engagement, unless retention is required by law or professional standards.