

REQUEST FOR QUOTES
FOR INNOVATIVE COMMUNICATIONS STRATEGY FOR OAK AND PRAIRIE
CONSERVATION IN OREGON
Willamette Partnership

Pacific Birds Habitat Joint Venture
Grant # US-WA-122-11

INTRODUCTION

Willamette Partnership (Partnership) has been awarded the Pacific Birds Habitat Joint Venture's Partnership Grant, to produce "An Innovative Communications Strategy for Oak and Prairie Conservation in Oregon". The goal of this project will be to design an innovative, non-traditional communications strategy for oak and prairie conservation in Oregon for use by natural resource conservation organizations and emerging partnerships.

The Partnership as the awarded grantee will coordinate an existing team of oak-prairie partnerships and intend to hire a Creative Consultant (consultant) to support the creation of a communications strategy and deliver a set of communications deliverables. Interested consultants must submit quotes by email before 5:00 p.m. on Wednesday, November 25, 2020. The consultant selected by the Partnership shall enter into a Contract for Professional Services with the Partnership. All work will take place virtually while COVID-19 remains a present concern.

PROJECT GOAL AND TIMELINE

Across the state of Oregon, five oak partnerships are in the process of developing and implementing strategic action plans to address threats to oak and prairie habitat. The goal of this project will be to design an innovative, non-traditional communications strategy for oak and prairie conservation for use by these partnerships and other natural resource conservation organizations to elevate the profile of oak and prairie in both the public and policy spheres, resulting in more effective and efficient implementation of these action plans. The communications strategy should include both marketing and outreach elements to inform how to engage stakeholders and communicate information effectively.

The communications strategy developed under this project will inform clear and inspiring messaging to engage core audiences and constituencies on issues central to oak and prairie conservation. It will be designed to ensure that issue awareness of oak and prairie habitat conservation by stakeholders can be translated into relevant actions that ultimately accelerate conservation results. It will also be designed so that oak and prairie partners can derive value from and build upon this work in the future. In addition to communications and outreach, the content developed under this project will highly influence fundraising efforts and ongoing strategic planning by the oak and prairie partnerships.

As part of the awarded proposal from our funders, the Partnership has outlined four project benefit outcomes we anticipate from this work. The consultant will be responsible for supporting the Partnership in ensuring these benefits are achieved through the project work and in determining how they will be measured.

1. **Significantly increased profile for oak and prairie habitat conservation.** This approach to communications, with a professional and purposeful brand, will stand out among existing campaigns, capturing the attention of and engaging key audiences and constituencies. Increased awareness and understanding of threats to oak and prairie habitat, paired with communications tools, will help oak and prairie groups translate awareness into action, accelerating the implementation of key conservation strategies. For example, an awareness of the importance and effectiveness of prescribed fire in oak and prairie habitat restoration could help mitigate the limitations of use of fire as a conservation practice which is currently perceived to be dangerous or controversial.

Measurement of success: Measuring level of engagement through campaign analytics, social media, Google and website analytics, surveys of key constituencies, and compare these to the current numbers of engagement that partners have seen in past campaigns.

2. **More effective and efficient implementation of oak and prairie conservation strategies.** The five oak partnerships have invested significant dollars in developing comprehensive strategies to address threats to oak and prairie habitat; almost all include communication, outreach, and engagement with stakeholders as an early and essential component of implementation. This project will develop the tools needed to support communications-specific components of these strategies. The communications strategy will provide direction on how to sequence outreach activities and disseminate information in order to be most effective. This will allow the partnerships to more easily prioritize their communications and engagement work and be efficient with scarce resources.

Measurement of success: The development and utilization of a blueprint for engagement with identified core audiences. A set of prioritized communication and outreach activities for each partnership. Changes in specific county and state-level policies governing oak and prairie conservation.

3. **More effective fundraising for oak and prairie conservation priorities.** Raising community awareness of and public investment in the importance of oak and prairie habitat will help raise funds. The development of messages, language, images, and stories that resonate with stakeholders and funders will support proposal writing, help engage new partners, and ideally attract new investment in oak and prairie.

Measurement of success: Financial milestones associated with funding and business plans.

4. **Increased collaboration on oak and prairie conservation.** Developing a statewide communications strategy will create a clear point of coordination between the oak partnerships and others working on these issues. The project will directly engage existing communications staff from partner groups to ensure that outcomes from this project relate to existing work and to what local groups are hearing from their stakeholders.

Measurement of success: Shared, clearly defined language that project partners utilize in outreach and communications. Regular collaborative planning meetings among partnerships.

The project will be led by Willamette Partnership, who will coordinate a team of representatives from the five Oregon oak-prairie partnerships and manage the consultant who will be a thought-partner in the support and creation of the strategic communications and deliverables. An approximate timeline of this effort is as follows and can be adjusted according to the expertise of the consultant:

December 2020 – January 2021: Information Gathering and Work Planning

Consultant will work with the Partnership and oak-prairie partners to gather baseline knowledge, determine key target audiences and constituencies, and build a work plan to effectively create a communications strategy and associated deliverables.

February – April 2021: Develop a Communications Strategy

Based on the information gathered and a clear understanding of the oak-prairie partners' communications goals for this work, consultant will develop a communications strategy that will instruct and guide this group of partners through how communications will support action plan goals, as well as fundraising, and future strategic planning for the oak and prairie work across the Pacific Northwest.

March – May 2021: Development of Communications Deliverables

Based on the communications strategy, the consultant will be expected to develop and deliver a set of communications deliverables that meet the project goals and benefits outlined above. Deliverables should have clear guidance around use and be adaptable to the different regions and audiences of oak-prairie partners.

Key Project Actions and Consultant Services

The consultant will be asked to take part in key project actions, including but not limited to:

- A kickoff meeting with project partners and consultant to review project goals and objectives and develop a project workplan.
- Establish a baseline of communication needs which could include conducting one-on-one interviews with key stakeholders, a digital survey of aligned partners, and reviewing similar initiatives nationally.
- Identify core audiences/constituencies to be informed and influenced by communications.
- Identification of specific, innovative branding messages, language, and images to effectively communicate with key audiences and stakeholders.
- Development of a Communications Strategy to be utilized by oak-prairie partners.
- Development of strategic communications deliverables. This could be a digital toolkit for partners and advocates with messaging and visual assets for social media, organizational websites, newsletters, and guidance for partner use across oak-prairie habitat.

CREATIVE CONSULTANT BUDGETED FUNDS

Up to \$20,000

QUALIFICATIONS

The Partnership is seeking the services of a consultant or team of consultants with relevant experience in performing the particular service to be provided. The successful consultant will ideally have the capability, including staff and equipment, to perform the services and will have

demonstrated experience performing this level of work as part of their business. If access to any necessary equipment is a limiting factor in submitting a quote, Willamette Partnership encourages interested consultants to contact us to discuss how we might overcome this limitation.

QUOTE INSTRUCTIONS

1. Submission of Quotes

Consultant shall submit their quote by email to Willamette Partnership as follows:

Emily Irish: irish@willamettepartnership.org

Partner, Communications

This email should have in its subject line: Quote for Oak and Prairie Communications Strategy

2. Deadline

Quotes are due on or before Wednesday, November 25, 2020 at 5:00 p.m., Pacific Standard Time.

3. Questions

Any questions or areas of clarification must be submitted, by email, as soon as possible to Emily Irish. Statements made by staff are not binding unless confirmed in a written addendum.

4. Quote Form and Contents

Submissions will be limited to 8 pages of material, (excluding any front and back covers which are not necessary). Use 12-point, 8.5" X 11" paper, single-spacing and one-inch margins. To maintain the fairness and integrity of the selection process, it is important that quotes conform to the requirements of this section. Do not include any information that is not specifically requested. Elaborate artwork and expensive visual or other presentations are neither necessary nor desired. The quote should provide all information in the order requested. Failure to submit any of the required items may be grounds for rejection of the quote.

The quote will consist of the following elements:

Section 1 - Introduction (1 page maximum) that contains:

- a. Name, telephone number, and email address of a contact person and project manager for you quote.
- b. Any other introductory information you'd like to include about your experience or firm.
- c. A statement that your quote will be valid for a period of 90 days.
- d. Have the page signed by an authorized representative of your firm that is legally authorized to bind the firm to its quote and cost schedule and can participate in contract negotiations.

Section 2 - Team and Experience (1 page maximum)

- a. Identify the team you are proposing to work on the project. Your team may consist of internal staff, subconsultants, subconsultants personnel and/or other partners. List the direct qualifications and/or similar experience of each proposed team member and their role on the project.
- b. Include a brief description of each team member's experience, skills, expertise and/or training for the type of services required and any other information that may be relevant. Willamette Partnership values diverse perspectives and lived experiences. We encourage teams to share background that informs your approach, even if it is not directly linked to the proposed project.
- c. Consultant shall provide a brief narrative description of the consultant's relevant experience on projects that demonstrate the way you work, deliverables you've created with other partners, and which showcase an ability to work collaboratively with a large team of stakeholders. Please include projects where the staff identified in the Team Section above had a significant role. Willamette Partnership may ask for client references for these projects, so please be prepared to provide a reference if asked.

Section 3 - Work Plan (2 pages maximum but aim for 1 page)

Provide the following information.

- a. An explanation of consultant's approach to the Key Project Actions and the techniques the consultant expects to use. This should include an explanation of any modifications of the work in the Key Project Actions and Consultant Services presented in this RFQ.
- b. Describe how you would propose project personnel (e.g. Willamette Partnership staff and oak-prairie partners) if at all, to assist you during the project and indicate the approximate time requirement.
- c. Please provide any additional information about consultant's project approach that would be beneficial to the selection committee.

Section 4 – Budget (2 pages maximum but aim for 1 page)

All costs are to be contained in this section. The cost schedule shall include: The hourly billing rate for each person who would be assigned to the Project. Clearly tie costs and personnel to project specific tasks.

- a. Provide a cost for each major scope element and a total cost to perform the Key Project Actions.
- b. Provide hourly billing rates for personnel working on this project and indicate whether they are Actual Rates or Consulting Rates. (Consulting rates should be inclusive of administrative and overhead costs).
- c. A description of the kinds of expenses for which reimbursement would be sought. State the rate for any expenses, such as mileage that would be billed on a flat-rate basis.

Section 5 - Additional Information (OPTIONAL; 2 pages maximum)

Any other information that the consultant feels applicable to the evaluation of the quote or of their relevant experience for accomplishing the Project should be included in this section. You may include samples of your work for similar projects. Additional information shall be considered when evaluating the consultant's Approach to the Project and Schedule.

If there is no additional information to present, state, “There is no additional information we wish to present.”

EVALUATION OF QUOTES

The Partnership will evaluate those quotes which conform to the quote instructions. The evaluation process will begin with an analysis of each Quote using the evaluation criteria identified below.

1. Evaluation Criteria

The Partnership’s selection committee will review all Quotes based on the following criteria. Each evaluation criterion has been weighted based on its relative value to the Contract as a whole. The criteria and the associated weights are listed in the table below.

<u>Criterion</u>	<u>Weight</u>
Team and Experience	20
Work Plan and Approach to Work and Project	60
Budget	20

2. Interviews

The Partnership may conduct interviews, ask consultants to submit references, and contact those references or ask for additional information. If the Partnership decides to hold interviews, it will notify all consultants of the criteria used to evaluate the interview.

3. Negotiations

The Partnership may enter into contract negotiations with the highest ranked consultant. In the event contract negotiations are unsuccessful, the Partnership will terminate the negotiations and will begin negotiations with the second highest ranked consultant.

4. Clarification

The Partnership reserves the right to seek clarification of each Quote submitted. The Partnership also reserves the right to ask for other information about technical, managerial, financial, or other abilities prior to selection.

5. Notice of Intent to Award

Upon completion of the evaluation process, the Partnership will advise the consultants of its number one selection.

6. Contract Award

The Partnership will award the Contract to the consultant submitting the quote that best balances approach, experience, and costs to meet the goals of the project. The Contract award may be subject to the approval of the Partnership's Executive Director and its Board of Directors.

GENERAL INFORMATION

1. Communication Procedures

The requirements of this section are intended to ensure the fair and equal treatment of all bidding consultants. Until the Partnership has decided who to award the Contract to, consultants are prohibited from contacting the Partnership, its Board or its employees, for marketing or solicitation purposes related to this quote. Disregard of the requirements of this section will result in the disqualification of the consultant.

2. Acceptance, Rejection or Cancellation of Award

- A. This RFQ does not constitute an offer to contract and does not commit the Partnership to the award of a Contract to anyone, or to pay any costs incurred in the preparation, submission or presentation of quotes. All costs of the quote process, interviews, contract negotiations, and related expenses are the responsibility of the consultant.
- B. The Partnership reserves the right to accept or reject any or all Quotes received as a result of this RFQ and to negotiate with any qualified consultant(s) for all or part of the requested services. Partnership reserves the right to waive any non-material informality or irregularity in any quote or quotes.
- C. Partnership also reserves the right to delay, suspend or cancel all or part of this RFQ at any time before execution of the Contract for any reason.
- D. Acceptance of a Quote is subject to budget approval, appropriation or budgetary constraints.

3. Contract

The consultant selected will be required to execute the Contract attached hereto as written. Except for terms that concern compensation and Scope of Work which will be placed in an exhibit to the Contract, the Contract is not negotiable. Submission of a quote constitutes acceptance of the terms of the Contract. You do not need to submit a signed copy of the Contract with your quote.

4. Interpretations and Addenda

If necessary, interpretations or clarifications that are deemed in Partnership's discretion to be pertinent to all parties in response to questions received will be posted on Willamette Partnership's website at <https://willamettepartnership.org/communications-strategy-for-oak-prairie/>

All questions should be addressed to **Emily Irish (206-947-6935)** or by email at **irish@willamettepartnership.org**. Questions received less than two (2) business days before the Quote due date may not be answered. Oral and other interpretations or clarifications will be without legal effect.

Partnership may modify the RFQ at any time prior to the RFQ due date, by issuing a written Addendum to all consultants who are participating in the process at the time the Addendum is issued. Addenda will be numbered consecutively.

Partnership will post Addenda on Willamette Partnership website at <https://willamettepartnership.org/communications-strategy-for-oak-prairie/>

It is the consultant's responsibility to check for and obtain any Addenda that have been issued from Willamette Partnership's Website.

5. Anticipated Solicitation Schedule

Schedule of RFQ Events:

RFQ Distributed	November 9, 2020
Quotes Due	November 25, 2020, 5:00 p.m.
Telephone Interviews**	Week November 30, 2020
Notice of Intent to Award	No later than December 4, 2020
Contract Finalized	No later than December 7, 2020
Commencement of Services	No later than December 8, 2020

** The need for interviews will be determined by Partnership.

These dates are approximate and Partnership reserves the right to change them.

6. Quote Withdrawal

Any quote may be withdrawn at any time before the "quote Due" date and time, by providing a written request for the withdrawal of the quote to Emily Irish. A duly authorized representative of the consultant's firm shall execute the request. Withdrawal of a quote will not prejudice the right of the consultant to file a new quote.

7. Ownership of Documents/Inspection of Quotes/Proprietary Information

- A. Any material submitted by a consultant shall become the property of Partnership.
- B. If a consultant believes that any portion of its quote contains any information that is considered confidential or a trade secret, the consultant must identify each piece of that information on each page.

Identifying the Quote, in whole, as confidential is not acceptable. Consultant is cautioned that cost information submitted in response to an RFQ is generally not considered a trade secret. By signing the Certification Form as part of your quote, you are certifying that you have designated any data that is considered a trade secret or confidential information.

CERTIFICATION FORM

The undersigned acknowledges, attests and certifies individually and on behalf of Consultant that:

1. He/she is a duly authorized representative of Consultant, has been authorized by Consultant to make all representations, attestations, and certifications contained in this quote and all Addendum or Addenda, if any are issued, and has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Consultant and enforceable in accordance with its terms.
2. Consultant, acting through its authorized representatives, has read and understands all Request for Quote (RFQ) instructions; Scope of Work and Special Terms and Conditions contained in this RFQ document, and has received, read and understood Addenda Nos. _____, _____, _____. If no Addenda were received, write "None Received" in the first blank provided.
3. The quote submitted is in response to the specific language of the RFQ and Consultant has made no assumptions based upon either (a) verbal or written statements not contained in the RFQ or any Addenda.
4. Partnership shall not be liable to Consultant for any expenses incurred by Consultant in preparing and submitting its quote or in participating in the quote evaluation/selection process.
5. Consultant will furnish the designated item(s) and/or service(s) in accordance with the quote Scope of Work and Special Terms and Conditions and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
6. Consultant certifies that Consultant has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against any minority, women or emerging small business enterprises certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, in obtaining any required subcontracts.
7. Neither he/she nor any principals of Consultant are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or quotes by any federal, state or local entity, department or agency.
8. Consultant has not been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Certification Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, tax evasion, or receiving stolen property.

9. Consultant is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 8 of this Certification Form.
10. Consultant has not had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Certification Form.
11. This quote has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition. Consultant and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a quote on any public contract.
12. Consultant certifies that it has designated any trade secret or confidential information in its quote as required by the RFQ. If the quote contains no designations, then Consultant is stating its quote does not contain any trade secret or confidential information.

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Willamette Partnership in awarding the contract(s) for which this quote is submitted. I understand and this firm understands that any misstatement in this Certification Form is and shall be treated as fraudulent concealment from Willamette Partnership of the true facts relating to the submission of quotes for this Contract.

 Consultant Firm Name, if applicable

 Signature of Consultant's Duly Authorized Representative

Printed Name: _____

Title, if applicable: _____

Date of Certification Form: _____

Phone: _____ Fax: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), dated _____ ("Effective Date"), is between Willamette Partnership ("Partnership") and _____ ("Consultant").

RECITALS

1. Partnership is in need of professional services.
2. Partnership and Consultant wish to enter into an Agreement for Consultant to provide these services.

TERMS AND CONDITIONS

1. Services to be Provided

Consultant shall provide the services (the "Services") described in each Scope of Work attached hereto as Exhibit A and incorporated herein (a "Scope of Work"). Consultant shall perform the Services with the same degree of care, skill, diligence, competency, and knowledge that is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Consultant.

In performing the Services, Consultant shall be an independent contractor and not an employee of Partnership. Partnership shall have the right to verify that Consultant's performance meets the requirements of this Agreement, but shall not have the right to control the manner of Consultant's or Consultant's sub-contractors' performance. Consultant may perform services for persons other than Partnership, provided that Consultant shall not undertake to perform services for persons other than Partnership if those services would impair timely performance of Consultant's obligations to Partnership.

No provision of this Agreement shall be construed to create a partnership, joint venture, employer-employee, landlord-tenant or principal-agent relationship. Consultant acknowledges that Consultant has no authority to take any action on behalf of Partnership, and Consultant agrees that Consultant shall take no action on behalf of Partnership.

Consultant shall, at Consultant's expense, obtain and maintain all permits, licenses and government approvals needed to perform its obligations under this Agreement.

2. Payment

Partnership shall pay Consultant for the Services as specified in each Scope of Work.

In the event of a dispute concerning the amount due under any invoice, Partnership may withhold the disputed amount without incurring interest or other charges pending the outcome of the dispute.

Partnership shall have the right to examine Consultant's business records to verify the accuracy of Consultant's invoices. The right of inspection shall extend to all documents necessary to permit adequate evaluation of the billing data submitted.

Consultant shall be solely responsible for the compensation of its employees and sub-contractors. Consultant shall pay all federal, state and local taxes, social security taxes (FICA), Medicare taxes, unemployment insurance, and worker's compensation insurance arising from Consultant's employment of Consultant's employees or payment of compensation to Consultant's employees and sub-contractors.

3. Interference with Performance

Partnership will review the information, materials, documentation, reports or Work Product (as defined below) developed or produced by Consultant in performing the Services in a timely manner. Partnership will provide prompt notice to Consultant if Partnership becomes aware of any development that affects the scope or timing of the Services, or of any defect in the information, materials, documentation, reports or Work Product developed or produced by Consultant in performing the Services.

Consultant will notify Partnership immediately of any factor, occurrence or event that would be reasonably expected to affect Consultant's ability to perform the Services on the schedule set forth in the Statement of Work.

Time is of the essence in the performance of this Agreement.

4. Additional Services; Changes in Services; Force Majeure

Consultant and Partnership may agree to additional Services or new terms of payment by entering into a new Scope of Work.

Partnership may at any time notify Consultant in writing that it wishes to modify the description of Services or the timetable for performance, in which case the parties may amend the applicable Scope of Work as described in Section 12, which amendment shall include an increase in the applicable compensation payable to Consultant if a change in Services or work schedule increases the cost of performance.

Neither Partnership nor Consultant shall be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. In the event of such a delay, the completion date for Consultant's services shall be extended for a period equal to the length of the delay. Consultant shall notify Partnership in writing not more than 10 days after the occurrence of any event that Consultant believes will result in such a delay. The failure of Consultant to provide such notice shall result in a waiver of Consultant's right to claim that the delay is excusable.

5. **Intellectual Property; Confidential Information**

5.1 **Ownership.**

Partnership will continue to own all right, title and interest in and to all Partnership Property. Subject to Section 5.2 below, Consultant will continue to own all right, title and interest in and to all Consultant Property. Partnership will own all right, title and interest in and to all Developments.

5.2 **License.**

Unless provided otherwise in a Scope of Work, Consultant hereby grants to Partnership a nonexclusive, non-transferrable, royalty free, perpetual, limited license to use the Consultant Property to the extent necessary for Partnership to use the Work Product and Services provided by Consultant, solely for Partnership's business purposes, as contemplated by the Scope of Work.

5.3 **Nondisclosure.**

The parties acknowledge that, in connection with this Agreement, each party (the "Receiving Party") may obtain Confidential Information of the other party (the "Disclosing Party"). Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to accord to such Confidential Information the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality.

5.4 **Definitions.** The following terms have the following specified meanings:

"Confidential Information" means any information related to the business, products, services or affairs of the Disclosing Party or its affiliates or clients that is not generally available to the public. Confidential Information will not include information which: (i) is now, or becomes part of the public domain through lawful means; (ii) was already known by the Receiving Party at the time of disclosure; (iii) is independently developed by the Receiving Party without use of Confidential Information; and (iv) was obtained from a third party not under any confidentiality obligation with respect to the information.

"Consultant Property" means all Inventions and related Intellectual Property Rights that (A) were in existence and owned by Consultant before the Effective Date, or (B) were made or discovered by Consultant after the Effective Date other than in connection with performing the Services for Partnership under this Agreement.

"Developments" means (i) all Work Product; (ii) all Inventions that are included in the Work Product, or are otherwise prepared by Consultant in connection with performing the Services for Partnership under this Agreement; and (iii) all related Intellectual Property Rights that are made, created, discovered or reduced to practice in connection with performing the Services for Partnership under this Agreement.

"Intellectual Property Right" means any invention rights, patent rights, copyrights, mask work rights, trade secret rights, trademark rights, rights in trade names, rights in service marks and other intellectual property rights.

"Inventions" means any technique, know-how, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable, whether or not reduced to practice, and whether or not conceived or reduced to practice solely or jointly with others.

"Partnership Property" means all Inventions and related Intellectual Property Rights that were in existence and owned by Partnership before the Effective Date.

"Work Product" means any composition, work of authorship, computer program, algorithm, prototype, sample, model, document, photograph, picture, drawing, design, sketch, notes, writing or other work product, and any product, prototype, sample, model, document, diskette, storage media, photograph, picture, drawing, design, recording, report, proposal, writing or other tangible item, created by Consultant in connection with or as a result of the performance of Services by Consultant for Partnership pursuant to this Agreement.

6. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, reimburse and defend Partnership and the officers, directors, partners, members, employees, agents, contractors, and sub-contractors of Partnership, and the successors in interest of the foregoing, from, for and against all suits, actions, claims, damages, penalties, liabilities, losses and expenses (including reasonable attorneys' fees) (collectively, "Losses") asserted by a third party and arising out of or resulting from (a) Consultant's material breach of this Agreement, (b) a material defect in any Work Product delivered to Partnership by Consultant, (c) infringement of any Intellectual Property Right of that third party by Consultant or any Work Product delivered to Partnership by Consultant, (d) Consultant's intentional misconduct, or (e) Consultant's violation of any applicable law. The foregoing indemnification obligations will not apply to a Loss to the extent that Loss was caused by (i) Partnership's material breach of this Agreement, (ii) Consultant's compliance with specifications or detailed instructions provided by Partnership, (iii) Partnership's modification of the Work Product, (iv) Partnership's intentional misconduct, or (v) Partnership's violation of any applicable law.

To the fullest extent permitted by law, Partnership shall indemnify, hold harmless, reimburse and defend Consultant and the officers, directors, partners, members, employees, agents, contractors, and sub-contractors of Consultant, and the successors in interest of the foregoing, from, for and against all Losses asserted by a third party and arising out of or resulting from (a) Partnership's

material breach of this Agreement, (b) Partnership's intentional misconduct, or (c) Partnership's violation of any applicable law. The foregoing indemnification obligations will not apply to a Loss to the extent that Loss was caused by (i) Consultant's material breach of this Agreement, (ii) Consultant's intentional misconduct, or (iii) Consultant's violation of any applicable law.

7. Disclaimer of Warranties

CONSULTANT MAKES NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITH RESPECT TO THE SERVICES AND WORK PRODUCT, AND ALL WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

8. Limitation of Liability

EACH PARTY'S LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY PARTNERSHIP TO CONSULTANT UNDER THE SCOPE OF WORK TO WHICH THE CLAIM RELATES AS OF THE DATE THE PARTY'S LIABILITY TO THE OTHER IS AGREED OR FINALLY DETERMINED. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOST PROFITS, EVEN IF SUCH PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY LIMITATIONS DESCRIBED IN THIS SECTION 8 WILL NOT LIMIT EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY UNDER SECTION 6 OF THIS AGREEMENT.

9. Insurance

Neither Consultant nor any sub consultant shall commence work under this Contract until Consultant has obtained all the insurance required herein and submitted a certificate of insurance to the Partnership. Consultant shall maintain the insurance for the duration of this Contract. Review of the insurance by the Partnership shall not relieve or decrease the liability of Consultant. The insurance certificate shall provide for thirty days advance written notice to the Partnership's Project Manager prior to cancellation. The Partnership must be listed as an additional insured on any policy satisfying the requirements of items B and C below. The following minimum insurance is required:

A. Workers compensation in the amount required by Oregon law, and employers liability insurance in the amount of \$500,000.

B. Business automobile liability insurance in the amount of \$500,000 per occurrence.

C. Commercial general liability in the amount of \$500,000 combined single limit per occurrence and a \$1,000,000 Annual Aggregate limit. If Consultant's primary Commercial General Liability and Automobile coverages do not meet the minimum limits required above, Consultant shall maintain during the life of this Contract, Excess or Umbrella Liability over the primary policies sufficient to meet the total aggregate limits required by this Contract.

D. Professional liability insurance in the amount of \$1,000,000.

10. Termination

This Agreement will take effect on the Effective Date and will remain in effect until terminated as described in this Section 10.

This Agreement may be terminated by either party without cause at any time upon 15 days prior written notice. Either party may terminate this Agreement and/or any Scope of Work upon written notice, effective immediately, if the other party is in material breach of this Agreement or such Scope of Work, and such breach remains uncured for 15 days after written notice of the breach. Termination of this Agreement alone will not result in the termination of any Scope of Work which are then in effect, each of which will stay in effect until completed.

In the event of termination of any Scope of Work, Partnership shall pay Consultant for all Services performed prior to the date of termination, and Consultant shall promptly deliver all Work Product in progress to Partnership.

11. Notices

Notices under this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile or email; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Electronic notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the addresses set forth on the signature page of this Agreement.

12. Amendments; Waivers

Any modification, amendment or waiver of any portion of this Agreement or any Scope of Work shall not be effective unless in writing and approved by both parties.

13. Third Party Beneficiaries

No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such person a third party beneficiary of this Agreement or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

14. Interpretation of Agreement

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation"

15. Severability/Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. The provisions of Sections 5, 6, 7, 8, and any other terms of this Agreement that by their nature operate beyond termination or expiration, will survive and continue in full force and effect after any termination or expiration of this Agreement.

16. Choice of Law/Venue

This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

17. Integration

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party’s exercise of the right in the future.

The parties have executed this Professional Services Agreement on the Effective Date.

**PARTNERSHIP:
Willamette Partnership**

By: _____
Name: Sara O’Brien
Title: Executive Director
Address: 4640 S Macadam Ave,
Suite 50

Portland, OR 97239
Email Address:
obrien@willamettepartnership.org

CONSULTANT:

“Consultant”

By: _____

Name:

Title:

Address:

Email Address: