

STATE OF OREGON



OREGON HEALTH AUTHORITY
and
OREGON DEPARTMENT OF HUMAN SERVICES

Request For Proposals (RFP)
OregonBuys Bid Number
S-10000-00009809

for

**ADVERTISING AND PUBLIC INFORMATION CAMPAIGNS
FOR: DIRECT-CARE WORKFORCE RECRUITMENT; AND
ABUSE REPORTING FOR OLDER ADULTS WHO IDENTIFY AS
LGBTQIA2+**

Date of Issue: March 18, 2024

Opening Date & Time (Proposals Due): 3PM, April 18, 2024

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Oregon Department of Human Services (“ODHS” or “Agency”) and the Oregon Health Authority, (“Agency”), is issuing this Request for Proposals to seek proposals from qualified Contractors to support ODHS and OHA in planning and conducting campaigns (“Campaign”) that will result in:

An expanded Direct-Care Workforce serving people who receive in-home services and supports through ODHS’s Aging and People with Disabilities (APD) and Office of Developmental Disabilities Services (ODDS) or OHA’s Health Systems Division (HSD).

Increased awareness and understanding of how to report abuse of older adults who identify as LGBTQIA2S+.

Additional details on the Scope of the goods or services or both are included in the Scope of Work/Specifications section.

Agency anticipates the award of one Contract from this RFP.

The initial term of the Contract is anticipated to be from the award of the Contract through March 31, 2025.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times in this RFP are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Questions / Requests for Clarification Due	March 22, 2024	11AM
Answers to Questions / Requests for Clarification Issued (approx.)	March 26, 2024	
RFP Protest Period Ends	7 calendar days prior to RFP Opening	
Opening (Proposals Due)	See RFP cover page	
Public Opening of Proposal	April 19, 2024	
Issuance of Notice of Intent to Award (approx.)	June 2, 2024	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

Agency is issuing this RFP pursuant to its authority under ORS 413.033.

Agency is using the Competitive Sealed Proposal method, pursuant to ORS 279B.060 and OAR 137-047-0260. Agency may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

General Definitions

Capitalized terms not specifically defined in this document are defined in [OAR 125-246-0110](#).

defined below.

Abuse of older adults – Abuse of adults in the context of this outreach campaign refers to adult age 65 and older who identify as LGBTQIA2S+. Abuse includes:

- Physical harm or injury;
- Failure to provide basic care;
- Financial exploitation;
- Verbal or emotional abuse;
- Involuntary seclusion;
- Wrongful restraint;
- Unwanted sexual contact;
- Abandonment by the caregiver; or
- Self-neglect (when individuals lack the cognitive ability to care for themselves, which can lead to harm).

Direct-Care - Assistance provided to an individual to help them meet their care needs at home and in the community based on their preferences and goals. This may include support with activities of daily living (ADLs), instrumental activities of daily living (IADLs), and health related tasks. ADLs may include eating, dressing, grooming, bathing and personal hygiene, mobility, transferring, repositioning, toileting, bowel and bladder care, and cognition. IADLs may include housekeeping, laundry, shopping, transportation, medication management, and meal preparation.

Direct-Care Workforce - Individuals who provide Medicaid funded in-home services and supports to individuals served by the Oregon Department of Human Services' |APD and ODDS programs and the Oregon Health Authority's (OHA) Health Systems Division program; and individuals who provide services in adult foster home settings licensed by ODHS and OHA.

LGBTQIA2S+ - People who identify as lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual and two-spirit.

Services and Supports Work provided under the supervision of individuals who qualify for Medicaid funded in-home services or their authorized representative. Medicaid beneficiaries hire direct-care workers to provide services and supports that the individual qualifies for following an assessment by ODHS and OHA.

Terminology specific to the OregonBuys system may be found at:

<https://www.oregon.gov/das/ORBuys/Documents/Phase1TerminologyCrosswalk.pdf>

2.3 OVERVIEW AND PURPOSE

2.3.1 Agency Overview and Background

The Oregon Department of Human Services (ODHS) is Oregon’s principal agency for helping Oregonians achieve well-being and independence through opportunities that protect, empower, respect choice, and preserve dignity, especially for those who are least able to help themselves. ODHS programs help Oregonians in their own communities achieve safety, well-being, and independence. ODHS efforts are guided by the [ODHS Equity North Star](#). The four points of the Equity North Star are inclusivity, well-being, service and equity. The Equity North Star guides ODHS toward the vision of an agency free of racism, discrimination and bias.

ODHS supports individuals, families, and communities through its five primary divisions: Self Sufficiency Programs (“SSP”), the office of Aging and People with Disabilities (“APD”), Office of Child Welfare Programs (“CW”), Vocational Rehabilitation (“VR”), and the Office of Developmental Disabilities (“ODDS”).

APD supports Oregon’s older adults and people with disabilities and their families to receive person-centered services, supports early interventions that are innovative and help maintain independence, promote safety, wellbeing, honors choice, respects cultural preferences, and upholds dignity. As just part of this mission and vision, APD provides:

- In-home services are provided by homecare workers, who are direct-care workers. Individuals served by APD also receive services and supports in licensed adult foster homes; adult foster homes also provide direct care.
- Finally, APD promotes prevention and reporting of abuse of older adults and people with disabilities. It investigates abuse reports through its Adult Protective Services program.

ODDS supports the choices of individuals with disabilities and their families within communities by promoting and providing services that are person-centered and directed, flexible, community inclusive and supportive of the discovery and development of each individual’s unique gifts, talents and abilities. ODDS is committed to work toward service options to assure that people with disabilities have the opportunity to have lives that are fulfilling and meaningful. ODDS offers in-home services provided by personal support workers, who are direct-care workers. It also provides services through adult foster homes, employment services, and non-residential day services.

The Oregon Health Authority’s (OHA) mission is to ensure all people and communities can achieve optimum physical, mental, and social well-being through partnerships, prevention, and access to quality, affordable care. OHA is focused on transforming the health care system in Oregon by improving the lifelong health of Oregonians, increasing the quality, reliability, and availability of care for all Oregonians, and lowering or containing the cost of care so it’s affordable to everyone. OHA values health equity, service excellence, integrity, leadership, partnership, innovation and transparency. The agency is comprised of the OHA Director’s Office/Tribal Affairs and eight divisions: Agency Operations, Equity and Inclusion, External Relations, Fiscal and Operations, Health Policy and Analytics, Health Systems, Oregon State Hospital, and Public Health.

2.3.2 The Health System Division (HSD) within OHA plays a key role in implementing and overseeing efforts to transform Oregon’s health care system. HSD offers in-home services to individuals who require behavioral health services provided by personal care attendant. HSD’s goals are to increase behavioral health system capacity to provide care, develop and invest in a culturally specific workforce, and engage communities through shared decision-making to build structures, processes, resources and supports for increasing recruitment and retention of a culturally specific behavioral health workforce.

2.3.3 Project Overview and Background

The Oregon Department of Human Services has a requirement for a Contractor to develop and implement a communications campaign for two separate projects:

- Recruitment of direct-care workers to serve individuals who receive services and supports through APD, ODDS and OHA.
- Raising public awareness of the importance of reporting abuse of older adults who identify as LGBTQIA2S+.

The project to increase reporting of abuse will involve a statewide public information campaign that will be a combination of paid advertising and public affairs. It will include audience research as well as developing and implementing advertising and communications strategies to raise awareness of abuse that affects individuals who identify as LGBTQIA2S+. Messages will provide guidance on how to identify abuse and will share resources on how to report abuse. The focus of this work will be to increase knowledge and understanding statewide of the importance of abuse reporting in protecting older adults from harm. It will focus particularly on helping groups experiencing disproportionate rates of abuse and discrimination because of intersectionality. It will also address barriers to reporting abuse such as systemic discrimination, historical distrust of governmental agencies and reporting and fear of retaliation. This work will also include materials to support community outreach. The advertising and public affairs strategies will include developing metrics to measure the campaign’s effectiveness.

The project to recruit direct-care workers will also require both a statewide public information and advertising campaign. It will include identifying target audiences who might consider this work as a career especially those individuals seeking to make a change. It also will require developing metrics to measure the campaign’s effectiveness in expanding the number of individuals who seek to become a direct-care worker supporting individuals enrolled to receive services and supports through APD, ODDS, and HSD programs. OHA and ODHS programs, including ODHS’ sister agency, the Oregon Home Care Commission (OHCC), have implemented other direct workforce initiatives, but have not previously developed a combined campaign. These efforts have been highly focused on a particular type of role. Funding through the American Rescue Plan Act now provides a financial resource for a cohesive workforce development strategy.

The primary purpose of the direct-care worker campaign is to inspire a diverse range of

individuals to consider a Direct-Care professional career and increase applicants for immediate and future job openings as well as potential training opportunities. In particular, the Campaign will support and foster the recruitment and retention of Direct-Care workers and adult foster home providers who employ direct-care workers.

Equity is foundational to ODHS' and OHA's role as human services agencies and the agencies are committed to integrating equity into all of the agencies' work. The goal of these campaigns will be to reach audiences in every county in Oregon, including a wide range of Black, Oregon Tribal Nations, and People of Color who combined, speak more than 80 languages and have a wide range of abilities. ODHS' Equity North Star is four-point concept related to inclusivity, equity, service, and well-being. The Equity North Star has a significant impact on how ODHS conducts communications campaigns. Strategy, messaging, communications content, and the Campaign will need to be developed in a manner that reflects ODHS' Equity North Star.

- We inclusively lead with race and intersectionality in order to address the roots of systemic oppression that impact all protected classes.
- We are dedicated to make services, supports and well-being accessible to all.
- We are committed to partnering with communities to develop and deliver policies and programs that are equitable and improve community conditions.
- We will know services and supports are working when all who live in Oregon, regardless of identity or place, can achieve well-being.

2.4 SCOPE OF WORK (SOW)/SPECIFICATIONS

2.4.1 General Requirements

The Contractor shall:

- a. Develop and provide ODHS and OHA with campaign strategies for each project as well as conduct the work with a focus on culturally and linguistically diverse audiences and be accessible to people with disabilities.
- b. Accomplish tasks in collaboration with the Oregon Home Care Commission, the ODHS Office of Aging and People with Disabilities, the ODHS Office of Developmental Disabilities Services, the Oregon Health Authority as well as the ODHS Communications Office and ODHS' Publication and Creative Services.

2.4.2 Discovery Phase – Estimated 25% of the work effort for both projects

- a. Contractor shall conduct research on topics which include:
 - 1) Audience personas and goals
 - 2) Analysis of preferred channels, influencers and information sources
 - 3) For the workforce project, develop:

- An understanding of strengths and challenges of pursuing a career in direct care
- Analysis of best approaches to successfully reach individuals interested in direct-care work
- Analysis of related audiences including, but not limited to, individuals who are served by the direct-Care workers, elected officials, and community partners. This analysis will be geared toward achieving the goal of expanding the size of the Direct-Care Workforce and achieve diversity of workers to ultimately improve the quality of direct care.
- The recruitment, coordination and facilitation of statewide focus groups consisting of direct care workers and those who would be most likely to select Direct-Care as a professional career as part of the needed research to develop messaging and a campaign strategy.
- Analysis of the user experience with job-seeking websites including platforms that compete with job seeker websites supported by the campaign.
- Research and identify potential strategic community partnerships to help expand channels to reach individuals who may be interested in a direct-care career such as community colleges and organizations that partner with OHA and ODHS focusing on workforce development.
- Provide ODHS and OHA with Research Findings Report of research findings, analysis, and recommendations for the purpose of the development and design of a comprehensive marketing campaign.

4) For the abuse reporting project, develop:

- An understanding of the barriers for older adults who identify as LGBTQIA2S+ in reporting abuse.
- Analysis of best approaches to successfully reach older adults who may be subject to abuse or individuals who are allies and are in positions to help and provide information to individuals who identify as LGBTQIA2S+.
- The recruitment, coordination and facilitation of statewide focus groups consisting of culturally, ethnically and geographically diverse older adults who identify as LGBTQIA2S+. Information provided by these groups will be used to develop campaign messaging and strategies.
- Analysis of the experience of individuals who experience abuse and what would assist them in reporting it.
- Research and identify potential strategic community partnerships to help

expand channels to reach older adults who identify as LGBTQIA2S+ especially those who reflect intersectionality.

- b. Provide ODHS with a Research Findings Report the includes research findings, analysis, and recommendations for the purpose of the development and design of a comprehensive marketing campaign.

2.4.3 Develop Deliverables/Implement Strategy – Estimated 50% Workload

Contractor shall:

- a. Submit Final Marketing, Public Affairs and Communication Plan that sets the strategic and creative framework for marketing and communication activities, including goals and objectives, metrics, prioritization, message framing, strategies, communications and advertising channels, influencer and social media strategies and timelines.
- b. Develop Campaign Messages. Messages must be person-centered, accessible and culturally appropriate/persona-based; based on community input; in plain language and be transcreated in the top 10 languages in Oregon; and must include strong supportive visuals.
- c. Develop all content needed for the Campaign including advertising, support for generating earned media as well as social media, web content and materials to support outreach strategies.
- d. Develop and distribute materials identified in the Marketing and Communication Plan to support community outreach efforts and support outreach to targeted audiences identified during the discovery phase who can assist in reaching the intended audience. Execute a communications strategy to reach key audiences and elicit community partner participation in the campaign.
- e. Support execution of an earned media strategy and implementation including identifying members of the news media interested in stories about direct care careers and developing tailored story pitches for those reporters. This includes earned media strategies and implementation to reach ethnically and culturally diverse audiences and following media outreach tracking news coverage and estimated audience reached.
- f. Acquire ad space and time as determined in the Marketing and Communication Plan including developing ads for media outlets selected to reach culturally specific audiences and ensuring those messages are accessible. Create and provide paid advertising including broadcast, print and digital ads. Develop and provide social media and web content in multiple languages including all aspects of the creative and implementation process Paid digital media must be appropriate to the audience for each project.
- g. Establish Success Metrics to measure the campaigns' success and track results to

those metrics.

- h. Work in consultation with ODHS and OHA, to ensure cohesiveness with existing strategies for direct-care workforce recruitment and for reaching older adults who identify as LGBTQIA2S+. For abuse reporting, strategies should build upon messaging already in place to encourage abuse reporting and explain what constitutes abuse. For the workforce campaign, it's particularly critical that strategies are developed in collaboration with the ODHS Communications team to ensure cohesive communications and marketing strategies for the audiences to be reached and support workforce development goals and campaign development and execution. This includes the Oregon Health Authority Quality Care Campaign, homecare worker workforce recruitment efforts, and the Impact Oregon initiative.
- i. Ensure Campaign adheres to ODHS brand, writing, graphics and visual standards as well as its accessibility and equity standards. Also see the Writing Style Guide found at: <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/me9412.pdf>
- j. Develop and Execute Content and Search Strategies for job seeker websites dedicated to the Direct-Care Workforce that supports individuals served by ODHS and OHA. And, do the same for websites that provide information on abuse reporting and what constitutes abuse.
- k. Execute the Campaign.

2.4.4 Transcreation of Campaign Deliverables – Estimated 25% Workload

Contractor shall develop cohesive campaign materials identified in the marketing, public affairs and communication plan for designated culturally specific audiences and media channels.

2.4.5 Deliverables

Deliverable must be inspected and accepted by OHA and ODHS to receive payment on Deliverables.

SOW Section	Deliverable	Due Date
2.4.1a	Final Campaign Strategies	60 days after contract award
2.4.1i	Research Findings Reports	45 days after contract award
2.4.3a	Final Marketing, Public Affairs and Communication Plans with transcreated taglines for key messaging that is culturally appropriate for intended audiences.	90 days after contract award
2.4.3b	Final Campaign Messages	90 days after contract award
2.4.3 c & d	Final Campaign Content & Materials	120 days after contract award

SOW Section	Deliverable	Due Date
2.4.3g	Establish metrics to measure campaign results	45 days after contract award
2.4.2	Transcreated Campaign Materials Final	120 days after contract award

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM SUBMISSION REQUIREMENTS

3.1.1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Proposal Requirements section below):

- Cover Letter
- Technical Proposal
- Disclosure Exemption Affidavit (Attachment B)
- Proposer Information and Certification Sheet (Attachment C)
- Price Proposal
- COBID Certification / Outreach Plan (Attachment D)
- Responsibility Inquiry (Attachment E)
- Resumes

3.1.2 Proposal Page Limits

Proposal is limited to 30 pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the page limit:

- Disclosure Exemption Affidavit (Attachment B)
- Proposer Information and Certification Sheet (Attachment C)
- Price Proposal
- COBID Certification / Outreach Plan (Attachment D)
- Responsibility Inquiry (Attachment E)
- Resumes

3.1.3 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed.

OregonBuys Electronic Response. Proposer must submit its Proposal electronically through OregonBuys in one of the following formats: Adobe Acrobat (pdf), Microsoft Word

(docx), or Microsoft Excel (xlsx). Do not use any special characters to name attachments uploaded into OregonBuys.

Attachment C, Proposer Information and Certification Sheet, must be submitted bearing the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Proposer shall also mark as "Confidential" in OregonBuys all attachments to its Proposal that Proposer believes are exempt from disclosure.

3.1.4 Authorized Representative

Failure of Proposer's authorized representative to sign the Proposal may result in rejection of the Proposal by Agency.

3.1.5 TECHNICAL PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if required information is difficult to locate.

3.1.6 Cover Letter (1 page maximum)

A cover letter shall accompany the proposal to set forth any information that the Proposer wishes to bring to the attention of ODHS and OHA. The cover letter shall stipulate that the Proposers' proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Proposers' proposal acceptance period is valid for at least 120 calendar days from the date of receipt by OHA. Cover Letter shall also include the following:

- Identify the Contact person for the Proposer's proposal
- Provide the Contact person's address, phone number, and e-mail address
- Signature of an authorized representative of the Offeror's organization.

3.1.7 Technical Approach and Project Implementation

- a) Submit a written plan that sets the strategic and creative framework for marketing, public affairs and communication activities, including goals and objectives, metrics, prioritization, message framing, strategies and timelines. Plan will describe how Proposer will track the outcome of the campaign using the established metrics. The plan must describe the approaches Proposer will use to conduct evidence-based research with an equity lens.

- b) Describe the step-by-step implementation plan to include the methods Proposer will take to implement the Campaigns and continue to carry-out the work beginning to end, describing how Proposer would perform and complete the major activities of this project in context with the Scope of Work. Implementation plan will include a proposed milestone plan, describing the timeline for which each contractual action will take place on the Contract over the course of the contract period.

Note: For the successful Proposer awarded the Contract resultant of this RFP, be advised that certain aspects of Proposer's Implementation Plan (item b. above) including proposed methods to accomplish the Scope of Work may be used by the OHA or ODHS to further develop the Statement of Work that will be used in the Contract. As such, Proposers are instructed to describe its Implementation Plan in a format which clearly articulates specific step-by-step tasks that will be carried-out under the Contract.

- c) Describe strategies to develop messages that can be transcreated to work for multiple culturally specific audiences. Proposer will also describe its marketing, public affairs and communication plans including Proposer's core considerations for implementing a culturally and linguistically divers strategies that are also accessible. The plan must also describe strategies to (1) reach audiences in frontier and rural communities, (2) reach audiences with limited access to technology, (3) effectively collaborate with partners to deliver messages, (4) leverage a budget for a statewide campaign involving multiple media markets, and (5) how it will address the challenges presented by both projects which are: 1) attracting workers to career track that has on-going shortages and turnover and wages that aren't competitive with similar types of jobs and 2) fully understanding and addressing barriers that older adults who identify as LGBTQIA2S+ face in reporting abuse.
- d) Proposer will describe its earned media strategy including to culturally specific media outlets and media outlets that cover topics of interest to individuals who identify as LGBTQIA2S+
- e) Describe how Proposer will use acquire advertising including with media outlets that reach culturally specific audiences. Proposer will describe its plan to create and provide paid media including -- as needed -- broadcast, print and digital ads to achieve campaign goals. Describe how Proposer will develop and provide social media and digital advertising to reach audiences including how it could use advertising based on local search. In each of these categories describe the process for in multiple languages.
- f) Proposer will describe how it will develop marketing and communications tools to support outreach efforts including tools for job fairs for the direct-worker recruitment campaign and for community events that cater to older adults who also identify as LGBTQIA2S+.
- g) Proposers will describe influencer strategy for social media. As part of this strategy include the approach for developing a content strategy for ODHS and OHA social media channels for the two campaigns.

3.1.8 Staffing Approach

- List personnel proposed to carry-out each activity set forth in the Scope of Work to include subcontractors and describe the reporting relationships among all labor

categories. Explain the level-of-effort each individual will devote to the Contract and the skills required in these positions.

3.1.9 References

- a. Proposers responding to this solicitation shall provide a list of three (3) previous contract references for which the offeror successfully and satisfactorily provided identical or similar work as the prime contractor within the last ten (5) years.
- b. References information must include the following criteria listed below. Information provided must be up-to-date and include the contact person name, telephone, and email address.
 - Name of the parties
 - Title of the project
 - Contract number
 - Aggregate dollar amount of contract
 - Period of performance
 - Contact person of the other party's name, title, telephone number and email
 - Describe how the current or past contracts identify your ability to perform the required effort successfully under this RFP/Contract.
 - Indicate any involvement of proposed Key Personnel with any of the contracts referenced.
 - Identify any performance problems with the referenced contracts and the corrective actions taken to resolve problems.
- c. The OHA and ODHS reserves the right to contact references regarding past performance experience to validate quality of the work performed and relevancy of the past performance as it may relate to the nature of the SOW for this solicitation.

3.1.10 Key Persons and Resumes

Specify a minimum of two key persons to be assigned to this project and include a current resume (not to exceed two pages each) for each key person that demonstrates the person's qualifications and experience related to the Work described in this RFP. Resumes of each individual must include their education, chronological history of employment, and relevant licenses and certifications. OHA and ODHS maintains the right to contact any issuer listed or to contact any educational institution listed to verify information provided.

3.2 PRICE PROPOSAL

Submit a detailed fixed-price Price Proposal electronically through OregonBuys, that includes identifiable itemized unit rates for all work contained in the Scope of Work, and a summary of all proposed costs. The Price Proposal must include separate line items for personnel, travel, supplies, other costs, and administrative and overhead charges. The proposal must show the proposed overall fixed-price and all elements that make-up the total fixed price. **Price Proposal should be a separate attachment submission in**

Oregonbuys.

3.3 PROPOSER INFORMATION AND CERTIFICATION SHEET

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via an OregonBuys submission, email;
- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule in Section 1.2.

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Contract. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Amendment(s) as provided below

and Proposer may take exception to the terms and conditions of the Sample Contract marked as negotiable as set forth in the Negotiations Section.

4.4.2 Protests to Amendment(s)

Prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 5:00 p.m. Pacific Time on the second Business Day following the issuance of the Amendment or the date/time specified in the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

4.4.3 Requirements for Protests

All protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;
- Identify prospective Proposer's name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based; and
- State the proposed changes to the RFP provisions or other relief sought.

Protests to the RFP must be received by the due date and time identified in the Schedule.

Protests to an Amendment must be received by the due date identified in the Amendment.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Opening. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through OregonBuys

Proposal submission should be electronically through OregonBuys. at: OregonBuys.gov

Detailed instructions on how to submit a Proposal can be found at [OregonBuys Vendor Formal Solicitation Response.pdf](#)

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification in one of the authorized methods listed in Section 4.5 (Proposal Delivery Options). To be effective the modification must include the OregonBuys bid number and be submitted to the SPC prior to Opening.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email, or hard copy prior to the Opening in accordance with OAR 125-247-0440. To be effective the notice must include the OregonBuys bid number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must also be received prior to Opening.

A Proposal received after Opening is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PUBLIC OPENING

A public Opening will be held on the date and time listed in the Schedule set forth in Section 1.2 and in the manner stated on the Cover Page. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to OAR 125-247-0630.

4.9 PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer has liquidated and delinquent debt owed to the State or any department or agency of the State.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Amendment(s).

4.10 EVALUATION PROCESS

4.10.1 Responsiveness and Responsibility Determination

4.10.1.1 Responsiveness determination

A Proposal received prior to Opening will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Section 3.1 (Minimum Qualifications) and Section 3.2 (Minimum Submission Requirements). If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected; however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.10.1.2 Responsibility Determination

Agency will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment F) with Proposal.

At any time prior to award, Agency may reject a Proposer found to be not Responsible.

4.10.2 Technical Evaluation

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and Agency may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this Section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request may only clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

TECHNICAL EVALUATION CRITERIA	Maximum Weight Possible
Technical Approach & Project Implementation	
Proposer's responses to Section 3.1.7 of this RFP demonstrate creativity, innovation, organization, planning, and clearly articulates "how" the section 2.4 Scope of Work requirements will be performed. Degree to which Proposer's technical solution to implementation of this project and to carrying-out the Work seems feasible and advantageous to OHA and ODHS.	25
Staffing Approach	

This factor considers how adequately the offeror’s Proposal adheres to Section 3.1.8 RFP requirements and overall Scope of Work requirements, and evaluates the management and organizational structure that is Proposed to accomplish contractual requirements.	20
References	
Agency will assess references with a focus on information that demonstrates quality and relevancy of the performance. Relevant work would be work that involves/involved work that is similar in nature, effort, and complexity to that of what this solicitation requires.	15
Key Persons and Resumes	
Resume(s) demonstrates confidence in the candidate's ability to perform the work required of this RFP.	15

4.10.3 PRICE EVALUATION

The SPC will conduct the price evaluation. The SPC will award a price score to each Price Proposal based upon the percentage of the proposed price as compared to the lowest Proposer’s price using the following formula:

$$\frac{\text{Lowest price of all proposers}}{\text{Price being scored}} \times \text{Price points possible} = \text{Price score}$$

4.10.4 PREFERENCES

4.10.4.1 Reciprocal Preference

For evaluation purposes per OAR 125-246-0310, Agency shall add a percentage increase to each out-of-state Proposer’s Proposal price that is equal to the percentage preference, if any, given to a Resident Proposer in the [Proposer's state](#).

4.10.4.2 Recycled Materials

Agency will give preference to Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

4.10.4.3 Tiebreakers

If Agency receives Proposals identical in price, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 137-046-0300.

4.11 POINT AND SCORE CALCULATIONS

Points are the total possible for each section as listed in the table below.

EVALUATION CRITERIA	Maximum Weight Possible
Technical Approach & Project Implementation	25
Staffing Approach	20
References	15
Key Persons and Resumes	10
Price	30
Total:	100

4.12 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members). The SPC will combine the average score for each Proposal with Proposer’s price score.

After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

Agency may, in Agency’s sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, Agency will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

4.13 NEXT STEP DETERMINATION

At the conclusion of a round of competition, Agency may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items

- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

4.12.2 Competitive Range Determination

If Agency, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at Agency's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. Agency will post a notice in OregonBuys of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.14 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS

If Agency conducts two or more rounds of competition, the rounds will be scored independently. Once the ranking from a previous round is complete and a Competitive Range has been determined, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a Contract, will award a Contract to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. Agency may award less than the full Scope of Work described in this RFP.

5.1.2 Intent to Award Notice

Agency will notify all Proposers in Writing that Agency intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a Written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.

- Agency has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- Agency abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- Agency's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If Agency receives only one Proposal, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract Negotiations and award.

5.2.1.1 Protest Requirements

Protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;
- Identify Proposer's name and contact information;
- Be signed by an authorized representative of Proposer;
- Specify the grounds for the protest; and
- Be received within 7 calendar days of the Intent to Award notice.

5.2.2 Response to Protest

Agency will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by Agency.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) who are selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.3.1 Insurance

Prior to award, Proposer shall secure and demonstrate to Agency proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit C of Attachment A.

5.3.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by Agency or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit

<http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.3.4 Pay Equity Certification

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

5.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by its Signature on Attachment C - Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.4 CONTRACT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, Agency may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions. Proposer must submit those exceptions to Agency during the Questions / Requests for Clarification period set forth in Section 1.2.

If Agency agrees to make any requested changes to the Sample Contract, Agency will issue an Amendment to notify Proposers of such changes. Unless Agency issues an Amendment modifying any of the terms and conditions, Agency intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment A).

Following the selection of the apparent successful Proposer, Agency may agree to negotiate changes to the negotiable provisions of the Sample Contract listed below. However, Agency is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

Agency is willing to negotiate all items, except those listed below:

- Choice of law
- Choice of venue
- Constitutional requirements
- Requirements of applicable federal and State law

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, Agency may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority, women, emerging small, and service-disabled veteran owned businesses by reducing barriers to compete for and be awarded state contracts. All interested businesses are encouraged to submit proposals for this contracting opportunity.

6.2 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Agency encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Agency also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Contract has potential subcontracting opportunities, the successful Proposer may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

6.3 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.3 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.4 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public records and are subject to public inspection after Agency issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer, except in the case of Proposals that were submitted late and rejected by Agency.

6.5 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, Agency may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor any State agency is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP or a Contract award, or the rejection of any Proposal.

6.6 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all costs incurred in connection with its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.

6.7 STATEWIDE E-WASTE/RECOVERY PROCEDURE

If applicable, Proposer shall include information in its Proposal that demonstrates compliance with the Statewide E-Waste/Recovery Procedure #107-011-050_PR. Visit the DAS website www.oregon.gov/das and use the search bar feature to locate the procedure.

6.8 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work described in this RFP and the subsequent Contract. (ORS 279B.025)

6.9 CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective Proposer. Agency makes no representation as to the completeness or accuracy of any Checklist. Prospective Proposer is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. Neither the State nor Agency is liable for any claims, or subject to any defenses, asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this RFP.



Contract Number 000000

**STATE OF OREGON
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Contractor
d.b.a. Facility or Assumed Name
Address
Address
Attention: (required)
Telephone: (required)
E-mail address: (required)

hereinafter referred to as “Contractor.”

Work to be performed under this Contract relates principally to OHA’s

Name of OHA Office/Program
Address
City, State, Zip
Contract Administrator:
Telephone:
E-mail address:

1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **[insert end date]**. Contract termination shall not extinguish or prejudice OHA’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., “Contract Documents”, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits B, A, and C.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **[\$insert amount]**. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., “Payment and Financial Reporting.”

c. OHA will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, “Statement of Work.”

4. Contractor or Subrecipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Contractor is a subrecipient Contractor is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: Not applicable.

5. Contractor Data and Certification.

- a. Contractor Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS):

Street address:

City, state, zip code:

Email address:

Telephone:

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Contractor Proof of Insurance. Contractor shall provide the following information upon submission of the signed Contract. All insurance listed herein and required by Exhibit C must be in effect prior to Contract execution.

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box): YES NO If YES, provide the following information:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

- (1) Contractor is in compliance with all insurance requirements in Exhibit C of this Contract, and notwithstanding any provision to the contrary, Contractor shall deliver to the OHA Contract Administrator (see page 1 of this Contract) the required Certificate(s) of Insurance within 30 days of execution of this Contract. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s)

of Insurance as required and to maintain required coverage for the duration of the Contract;

- (2) Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- (3) The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue (DOR). The DOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including: (i) garnishing the Contractor’s compensation under this Contract; or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the DOR collects debts;
- (4) The information shown in Section 5.a., “Contractor Information” above is Contractor’s true, accurate and correct information;
- (5) To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women

or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (6) Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (7) Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" currently found at: <https://www.sam.gov/portal/public/SAM/>;
- (8) Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding;
 - (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- (9) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days.

(Remainder of page intentionally left blank.)

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

6. Signatures. This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

Contractor Name

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Department of Justice

Date

EXHIBIT A

Part 1 Statement of Work

See section 2.4 of RFP document.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Contractor Invoices, Review and Dispute Process

Upon completion of Services performed, Contractor shall submit an itemized invoice which must include:

- This Contract number
- Description of the Services performed
- Dates Services were performed
- Number of hours worked to complete the Services
- Hourly pay rate not to exceed rates specified in Section 2 below
- Work site address (and project name if applicable)
- The total invoice dollar amount
- Any other items OHA may require

Invoices that do not comply with the format stipulated above may be held up for payment until the proper invoice format is submitted for payment.

If an error or dispute arises concerning the amount charged in an invoice, OHA will notify Contractor of the disputed charge. Upon notification of dispute, Contractor shall submit to OHA all documentation OHA requires to substantiate the amount charged.

OHA, in its sole discretion, will determine if the supporting documentation provides sufficient substantiation for the disputed charges. If OHA determines that the supporting documentation is sufficient, OHA will notify Contractor and pay Contractor the amount charged in the invoice.

If OHA determines the supporting documentation supports payment of an amount less than originally invoiced, OHA will notify Contractor of the amount OHA believes is due under the invoice, and OHA will pay the invoice in that lesser amount.

2. **Compensation.** OHA shall make monthly payments based on invoices received and accepted for services satisfactorily performed and rendered to OHA.

3. **Travel and Other Reimbursable Expenses.**

Any travel or other expenses must be included in the overall not-to-exceed fixed price for this Contract.

4. Payments.

OHA shall pay all undisputed amounts within thirty (30) Calendar Days from receipt of each invoice determined to be correct following OHA's review under this Contract. Contractor may assess late payment charges only to the extent permitted by ORS 293.462.

(Remainder of page intentionally left blank.)

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of OHA;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as OHA’s employees; and
 - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

- i. Contractor and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the background check requirements defined in IRS Publication 1075;
 - ii. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
 - iii. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
 - (d) Contractor may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be

deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Contract;
 - (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Contract;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party’s officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.
- d. “Client” means any individual, family or provider:
 - (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of OHA; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. Subject to Section 2.c. below, OHA reserves the right to amend or extend this Contract under the following general circumstances:
 - (1) OHA may extend the Contract for additional periods of time up to a total Contract period of 6 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, OHA may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP #5826 for the following:
 - (1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.

- c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, “Standard Terms and Conditions”, Section 24. “Amendments; Waiver; Consent.” of this Contract.

3. Contractor Requirements to Report Abuse of Certain Classes of Persons.

- a. Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse, including but not limited to abuse of the following classes of persons in Oregon:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. Contractor shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Contract. The Contractor does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, Contractor shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, Contractor shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
 - (1) The name and address of the abused person and any people responsible for that person’s care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks.** Reserved.
5. **Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.
7. **Nondiscrimination.**
 - a. The Contractor must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.
 - b. As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles OHA to terminate this Contract for cause.
 - c. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.
2. **Compliance with Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. This Section shall survive expiration or termination of this Contract.
3. **Independent Contractor.**
 - a. Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
 - c. Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.

- d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work, and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

4. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to OHA that:

- (1) Contractor has the power and authority to enter into and perform this Contract;
- (2) The obligations set forth in this Contract, when executed and delivered, shall be valid and binding obligations of the Contractor enforceable in accordance with its terms;
- (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
- (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

6. Funds Available and Authorized; Payments.

- a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. **Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT). Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial

institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT, UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA'S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF.

8. **Ownership of Work Product.**

- a. **Definitions.** As used in this Section, and elsewhere in this Contract, the following terms have the meanings set forth below:
- (1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Contractor.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.
- b. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is "work made for hire"

of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

9. Indemnity.

- a. CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 9.a. ABOVE, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS,

EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

10. Default; Remedies; Termination.

a. Default by Contractor. Contractor shall be in default under this Contract if:

- (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Contractor 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 Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice; or
- (4) Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.

b. OHA's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.a. above, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (1) termination of this Contract under Section 10.e.(2) below;
- (2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 7., “Recovery of Overpayment”, of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a. above, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1) below.

- c. Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- d. Contractor’s Remedies for OHA’s Default.** In the event OHA terminates the Contract under Section 10.e.(1) below, or in the event OHA is in default under Section 10.c. above, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3) below, Contractor's sole monetary remedy shall be: (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., “Recovery of Overpayments”, and may pursue any other remedy that may be available to it.
- e. Termination.**
 - (1) OHA’s Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Contract:
 - (a) For its convenience upon 30 days’ prior written notice by OHA to Contractor;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA’s purchase of the Work or Work Products under this

Contract is prohibited, or OHA is prohibited from paying for such Work or Work Products from the planned funding source; or

(d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any OHA client or recipient of services under this Contract, including any Medicaid Eligible Individual, under its care.

(2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a. above.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. above, and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.

(4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.

(6) Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

11. Stop-Work Order. OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the Work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., "Default; Remedies; Termination."

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

12. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9., “INDEMNITY”, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.
13. **Insurance.** Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.
14. **Records Maintenance, Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as “Records.” Contractor acknowledges and agrees that OHA, the Oregon Secretary of State's Office, and the federal government, and their duly authorized representatives shall have access to all Records to perform examinations and audits, and to make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:
 - a. Six years following final payment and termination of this Contract;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract, without liability to Contractor, upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.
17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Contract.

- 18. Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract, in whole or in part, without the prior written approval of OHA. This Contract's provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.
- 19. No Third Party Beneficiaries.** OHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.
- 20. Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Contract.
- 21. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, fax, or mailing the same, postage prepaid to Contractor or OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Contract.

- 22. Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
- 23. Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, regarding this Contract not specified herein.

- 24. Amendments; Waiver; Consent.** OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.
- 25. Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract, or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:
- a.** Reducing or withholding payment under this Contract;
 - b.** Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; or
 - c.** Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10., "Default; Remedies; Termination", of this Contract.

EXHIBIT C

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Contract. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's Workers' Compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable Workers' Compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of this Contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:

Required Not required

Contractor shall provide Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract with a combined single limit per occurrence not less than \$_____ and not less than \$_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an Additional Insured endorsement specifying the State of Oregon, its officers,

employees, and agents as Additional Insureds, but only with respect to Contractor's goods to be delivered and Services to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and Services to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all goods and Services required under this Contract, or
- (ii) Agency's or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Contract. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements under this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Contractor or its insurer shall provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter “Proposer”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the “Proposal”), to the State of Oregon (State) in response to Request for Proposals RFP #5826, for Learning Collaborative Facilitation Services, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A TO ATTACHMENT B

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer:

Address:

City, State, Zip:

State of Incorporation:

Entity Type:

Contact Name:

Telephone:

Email:

Oregon Business Registry Number (if required):

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Price Agreement terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Price Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Price Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons

distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor’s continuing compliance constitutes a material element of this Price Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Price Agreement for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

- 8. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
- 9. Proposer and Proposer’s employees, agents, and subcontractors are not included on:
 - A. the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
- 10. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer’s status regarding conflict of interest, Proposer shall promptly notify the State in writing.
- 11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 12. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Price Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- 13. Proposer acknowledges these certifications are in addition to any certifications required in the Price Agreement and Statement of Work in Attachment A at the time of Price Agreement execution.

Authorized Signature

Date

Printed Name and Title

ATTACHMENT E –CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Applicant Name:

Date:

Contact Name:

Telephone:

Email:

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its Application Packet, Applicant certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Applicant an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply

Oregon State Certification Number: _____

2. Include a list of Certified Firms that Applicant has had a contractual relationship with within the last two years.

3. Include a list of firms that Applicant has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4. Does Applicant foresee any subcontracting opportunities for this procurement? Yes No

If no, do not complete the rest of this form and submit this first page with your Application Packet.

If yes, please complete the following pages and submit all pages with your Application Packet.

CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

5. Describe the steps Applicant will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7. Would Applicant be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

ATTACHMENT F - RESPONSIBILITY INQUIRY

Agency will determine responsibility of an Applicant prior to award and execution of a Contract. In addition to this form, Agency may notify Applicant of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

1. Does Applicant have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Applicant to meet all contractual responsibilities? **YES** / **NO** .
2. Within the last five years, how many contracts of a similar nature has Applicant completed that, to the extent that the costs associated with and time available to perform the contract remained within Applicant’s control, Applicant stayed within the time and budget allotted, and there were no contract claims by any party? Number: ____

How many contracts did not meet those standards? Number: ____ If any, please explain.

Response:

3. Within the last three years has Applicant (incl. a partner or shareholder owning 10% or more of Bidder’s firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Applicant had:
 - any contracts terminated for default by any government agency, or
 - any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Applicant have any outstanding or pending judgments against it? **YES** / **NO** .

Is Applicant experiencing financial distress or having difficulty securing financing? **YES** / **NO** .

Does Applicant have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Applicant filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Applicant have all required licenses, certification, insurance and/or registrations, if any, and is Applicant legally authorized to do business in the State of Oregon? **YES** / **NO** .

If "NO," please explain.

Response:

8. Pay Equity Certificate. Does a current authorized representative of Applicant possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES** / **NO** / **N/A** . [Contracts in excess of \$500,000 and Applicants that employ 50 or more full-time workers must obtain a Pay Equity Compliance Certificate, issued to the Applicant by the Oregon Department of Administrative Services.]

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Applicant certifies to the best of his or her knowledge and believes the responses provided on this form are complete, accurate, and not misleading.

Applicant Name:	RFP 5758 Project Name: Tobacco Prevention Governance Group Implementation & Facilitation Services
-----------------	--

Authorized Signature _____ Date _____

Print Name _____ Title _____