

STATE OF OREGON



Oregon Health Authority

Is issuing this Request For Proposals (RFP) #5360 under OregonBuys
Bid Number S-44300-00003242 for

Communications and Social Marketing Related Services

Date of Issue: May 20, 2022

Opening Date and Time: July 6, 2022 at 3:00 PM Pacific Time

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TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SCHEDULE	3
1.3 SINGLE POINT OF CONTACT (SPC)	3
SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE	4
2.1 AUTHORITY AND METHOD	4
2.2 DEFINITION OF TERMS	4
2.3 OVERVIEW AND PURPOSE	4
2.4 SCOPE OF WORK/SPECIFICATIONS	5
SECTION 3: PROCUREMENT REQUIREMENTS	7
3.1 MINIMUM SUBMISSION REQUIREMENTS	7
3.2 PROPOSAL REQUIREMENTS	7
SECTION 4: SOLICITATION PROCESS	9
4.1 PUBLIC NOTICE	9
4.2 PRE-PROPOSAL CONFERENCE	10
4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS	10
4.4 SOLICITATION PROTESTS	10
4.5 PROPOSAL DELIVERY OPTIONS	11
4.6 PROPOSAL MODIFICATION OR WITHDRAWAL	11
4.7 PROPOSAL DUE	11
4.8 OPENING OF PROPOSAL	11
4.9 PROPOSAL REJECTION	11
4.10 EVALUATION PROCESS	12
4.11 RANKING OF PROPOSERS	13
4.12 NEXT STEP DETERMINATION	13
4.13 COMPETITIVE RANGE DETERMINATION	14
SECTION 5: AWARD AND NEGOTIATION	14
5.1 AWARD NOTIFICATION PROCESS	14
5.2 INTENT TO AWARD PROTEST	14
5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS	15
5.4 PRICE AGREEMENT NEGOTIATION	16
SECTION 6: ADDITIONAL INFORMATION	16
6.1 CERTIFIED FIRM PARTICIPATION	16
6.2 GOVERNING LAWS AND REGULATIONS	17
6.3 OWNERSHIP/PERMISSION TO USE MATERIALS	17
6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES	17
6.5 COST OF SUBMITTING A PROPOSAL	17
6.6 STATEWIDE E-WASTE/RECOVERY PROCEDURE	18
6.7 RECYCLABLE PRODUCTS	18
6.8 PRINTING, BINDING, AND STATIONERY WORK	18

LIST OF ATTACHMENTS

ATTACHMENT A	SAMPLE PRICE AGREEMENT
ATTACHMENT B	DISCLOSURE EXEMPTION AFFIDAVIT
ATTACHMENT C	PROPOSER INFORMATION AND CERTIFICATION SHEET
ATTACHMENT D	REFERENCE CHECK FORM
ATTACHMENT E	PRICE PROPOSAL FORM
ATTACHMENT F	COBID CERTIFICATION / OUTREACH PLAN
ATTACHMENT G	RESPONSIBILITY INQUIRY

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Oregon Health Authority, (“OHA” or “Agency”), is issuing this Request for Proposal under the provisions of ORS 279B.060 for communications and social marketing planning, strategy, implementation, training, and consultation services. Additional details on the services required are included in the Scope of Work/Specifications section.

Agency anticipates the award of multiple Price Agreements as a result of this RFP.

The initial term of the Price Agreements is anticipated to be 3 years with options to amend a Price Agreement for a period up to a cumulative maximum of 7 years.

Any purchases under the Price Agreement must first be authorized by work orders issued by Agency in accordance with the ordering procedures described in the Attachment A - Sample Price Agreement. Proposers are advised that there is no guarantee of any specific amount of purchases under the Price Agreement. Notwithstanding the award of a Price Agreement, Agency may conduct separate solicitations or award project-specific contracts services similar to what is described within this RFP using any method allowed by law.

1.2 SCHEDULE

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

Event	Date	Time
Questions / Requests for Clarification Due	June 10, 2022	10:00 AM
Answers to Questions / Requests for Clarification Issued (approx.)	June 15, 2022	
RFP Protest Period Ends	7 calendar days prior to RFP Opening	
Opening (Proposal Due)	July 6, 2022 at 3:00 pm	
Issuance of Notice of Intent to Award (approx.)	July 15, 2022	
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 within this RFP.

2.3 OVERVIEW AND PURPOSE

2.3.1 Agency Overview and Background

The Oregon Health Authority (OHA), Public Health Division (PHD), provides over 100 public health programs and services to people in Oregon. PHD does its work through its government-to-government relationship with Federally Recognized Tribes and the Urban Indian Health Program and partnerships with local public health authorities, community-based organizations, state and local government agencies, social services providers and community members. OHA's strategic goal is to eliminate health inequities by 2030. PHD contributes to OHA's goal through modernizing the public health system through a focus on health and racial equity in all of its work and through implementing statewide public health initiatives, which include Oregon's State Health Improvement Plan.

2.3.2 Project Overview and Background

PHD seeks qualified Proposers for opportunities to provide communications and social marketing planning, strategy, implementation, training, and consultation services for a variety of public health initiatives and partners. These include strategic communications training and technical assistance for PHD staff and partners, development of social media, video, web-based and other communications collateral related to PHD's key initiatives including public health modernization, the State Health Improvement Plan and the PHD Strategic Plan and clear articulation of PHD's values, goals and work as it relates to eliminating health inequities.

Public health modernization is a statewide effort, established in 2015 through the Task Force on the Future of Public Health Services and codified into state law through ORS 431.131-132 to ensure that every person in Oregon receives equal benefits of a strong public health system.

Oregon's State Health Assessment, State Health Improvement Plan and PHD Strategic Plan are developed every 5 years through a community-led process to identify, analyze and prioritize community health needs and develop actions to improve the conditions that shape health. The 2020-2024 State Health Improvement Plan is called Healthier Together Oregon.

PHD works with a number of local partners and Federally Recognized Tribes through OHA's government-to-government relationship to implement public health programs in communities. In this role, PHD often provides communications resources, training and technical assistance for a variety of community-specific public health communications needs.

Public health achieves many of its population- and community-wide actions for health through community-led policy change processes. Policy change is essential to improving health and racial equity and requires tools to clearly communicate data, health impacts and value propositions.

Elimination of health inequities from a communications perspective requires deep and meaningful partnerships and a focus on culturally specific and linguistically responsive, accessible communications that provide strengths-based and policy framing which align with OHA's values for health and racial equity.

2.3.3 Purpose

The Agency anticipates the need for various types of materials development, communications, web and social marketing services, as well as communications training and technical assistance for local public health authorities, community-based organizations and partners. The Contractors awarded Price Agreements as a result of this RFP will support various campaigns and strategic initiative priorities of Oregon Health Authority's Public Health Division. Contractors shall perform tasks in any or all of the functional areas described in this RFP when issued a Work Order for a specific project.

Any Work Order Contract issued pursuant to the Price Agreements for communications and social marketing related services will be issued according to the process described below.

2.4 SCOPE OF WORK/SPECIFICATIONS

Successful Proposers will demonstrate innovation by being on the leading edge of technology in the communications and social marketing industry; focus on public health, social justice, racial equity or social change issues, movement building and working with diverse, multi-cultural communities.

As stated, the Agency anticipates multiple Price Agreement awards under this solicitation. Contractors awarded a Price Agreement will work effectively with the Agency's other contractors, including contractors holding Price Agreements for these services.

Selection of Contractor among Price Agreement Holders. The Agency will select a firm from among the pool of Price Agreement Contractors using a simple selection process depending on the project-specific requirements, the specific qualifications and experience of each Price Agreement Contractor and availability of the Price Agreement Contractor to meet the timeline and all requirements necessary to deliver the services and products needed for each specific project. The Agency will negotiate the Work Order Contract with the selected Contractor. The Agency may further define the selection process when the Price Agreement(s) are awarded.

The Agency anticipates the need for various types of communications and social marketing services. If awarded a Price Agreement, the Contractor shall perform tasks in any or all of the following functional areas when issued a project-specific Work Order.

2.4.1 Public communications design

- 2.4.1.1 Synthesize public health research and evaluation findings and recommendations into a suite of communications materials. These materials include, but are not limited to, talking points, public narratives, reports, charts, infographics, one-pagers, fact sheets, etc.
- 2.4.1.2 Create graphics and design reports that clearly convey findings and recommendations to diverse audiences in various formats in coordination with campaign goals and values.
- 2.4.1.3 Webpage design and data visualization.
- 2.4.1.4 Strategic initiative websites, social media and communications.
- 2.4.1.5 Develop strategic communications plans and strategies.
- 2.4.1.6 Develop community and partner-friendly websites, social media and communications tools that incorporate partner engagement and user experience testing.
- 2.4.1.7 Develop external public health messaging communications campaign.
- 2.4.1.8 Develop plain language and culturally responsive materials, (example: videos, fact sheets) in multiple languages at OHA's request.
- 2.4.1.9 Provide graphic design and creative visual services for internal and external communications.

2.4.2 Communications support for community engagement

- 2.4.2.1 Work with communities to identify communications strengths and needs.
- 2.4.2.2 Co-create and transcreate impactful health education and outreach materials, communications and strategy with communities.
- 2.4.2.3 Provide technical assistance and training on health communications.
- 2.4.2.4 Provide training and technical assistance related to plain language and ADA accessibility.

2.4.3 Policy communications

- 2.4.3.1 Develop and edit content to communicate value of policy and budget investments.
- 2.4.3.2 Develop content to support public trust in public health science and approaches.
- 2.4.3.3 Provide files for all materials developed for OHA in modifiable formats.

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):

- Executive Summary
- Technical Proposal
- Disclosure Exemption Affidavit – Attachment B (if applicable)
- Proposer Information and Certification Sheet – Attachment C
- Reference Check Form – Attachment D
- Price Proposal Form – Attachment E
- COBID Certification / Outreach Plan – Attachment F (if applicable)
- Responsibility Inquiry – Attachment G

3.1.2 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 shall submit its Proposal electronically through OregonBuys.

Proposer shall submit one copy of its Proposal and all other submittal requirements in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

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

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer’s authorized representative’s Signature.

3.1.3 Authorized Representative

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer’s authorized representative’s Signature.

Failure of Proposer’s authorized representative to sign the Proposer Information and Certification Sheet may result in rejection of the Proposal by Agency.

3.2 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 Services to be performed. 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 requirements of the RFP. Proposals containing unsolicited marketing or advertising material may receive a lower evaluation score if required information is difficult to locate.

3.2.1 Proposer's Information Summary

Proposers should describe their organizational structure, staff roles, responsibilities, levels of management, reporting and oversight, and include an organizational chart.

Describe Proposer's organizational culture, approach and any formal commitments to diversity, equity and inclusion, and structure that promotes recruitment and retention of a diverse staff and commitment continuous learning. Describe the diversity of the Proposer's staff, leadership team and Board of Directors, as applicable.

3.2.2 Peer Group Collaboration

Describe Proposer's experience working with other communications and social marketing agencies to successfully complete a project, task or campaign.

3.2.3 Experience and Qualifications

- 3.2.3.1** Describe Proposer's organizational culture and policies that are in place which demonstrate how Proposer consistently implements antiracist practice.
- 3.2.3.2** Describe Proposer's experience and success performing in the functional areas outlined in Section 2 and supporting resources and capabilities described in this RFP. Provide three examples from within the last five years.
- 3.2.3.3** Describe Proposer's experience using communications and social marketing to build equity and justice, change social norms, or build a movement. Provide three examples that highlight Proposer's experience and success.
- 3.2.3.4** Describe Proposer's knowledge and use of best practices in communication approaches that advance equity.
- 3.2.3.5** Describe Proposer's practice of employing diverse staff in positions of influence on a project.
- 3.2.3.6** Specify 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 for the Work described in this RFP.
- 3.2.3.7** Describe the experience and qualifications of the Key Persons who will be assigned to perform services under any resulting Price Agreement and Work Order Contract. Describe the responsibilities and roles each Key Person who will be assigned to provide services.

3.2.3.8 Describe Proposer’s ability of Key Persons to attend meetings remotely or in person at the Portland State Office Building located at 800 NE Oregon Street in Portland, Oregon for the duration of each project authorized by Work Order.

3.2.4 Training and Technical Assistance

3.2.4.1 Describe Proposer’s experience and approach to providing accessible, strengths-based communications and social marketing training and technical assistance to a number of different partners with varying communications training and expertise.

3.2.4.2 Describe Proposer’s experience providing communications and social marketing training and technical assistance to community groups, stakeholders, past clients, and other groups including but not limited to voluntary agencies, local public health departments, tribes, community-based organizations funded by Agency, etc.

3.2.4.3 Describe Proposer's experience using one or more communications approaches, such as trauma-informed, asset framing, strength-based, or other approaches. Please provide two examples within the last five years.

3.2.5 References

Provide at least three references from current or former client firms for similar projects performed within the last five years. References must verify the quality of previous, related Work.

Proposer shall send the Reference Check Form (Attachment F) to its references. Reference forms must be completed by the reference, returned to the Proposer, and submitted with the Proposal.

Agency may check to determine if references provided support Proposer’s ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, break tie scores, or verify any information needed. Agency may contact any reference (submitted or not) to verify Proposer’s qualifications.

3.2.6 Price Proposal

Provide all-inclusive hourly rates for all Key Persons and position descriptions proposed to perform services under a resulting Price Agreement and Work Order Contracts, utilizing the information and format of the Price Proposal form (Attachment E). This Attachment will be used to determine rates for any awarded Price Agreement. OHA reserves the right to negotiate final pricing for each Work Order Contract.

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 or 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 Sample Price Agreement. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest as provided below.

4.4.2 Protests to RFP Amendment(s)

Prospective Proposer may submit a Written protest of anything contained in an Amendment to this RFP. 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 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

Proposals must be submitted 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 as stated in Section 4.5 Proposal Delivery Options. To be effective, the modification must include the OregonBuys bid number and be submitted to the SPC through OregonBuys 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, prior to the Opening in accordance with OAR 137-047-0440. 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.

4.8 OPENING OF PROPOSAL

There will be no public Opening of Proposals. 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 137-247-0630. However, Agency will record and make available the identity of all Proposers after Opening upon emailed request to SPC.

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 any undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department or division 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 Submission Requirements) and Section 3.2 (Proposal 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 137-047-0470.

4.10.1.2 Responsibility Determination

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

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

4.10.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee.

Evaluators will review each Proposal and assign scores based on the completeness and clarity of Proposer's response to Section 3, up to the maximum points available for each criterion.

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.

Points and Scoring

Total points possible for each section as listed in the table below.

RFP Section	Evaluation Criteria	Total Points Possible
3.2.1	Proposer's Information Summary	20
3.2.2	Peer Group Collaboration	5
3.2.3	Experience and Qualifications	40
3.2.4	Training and Technical Assistance	10
3.2.5	References	15
3.2.6	Price Proposal	10
Total Points Available		100

4.10.3 Preferences

4.10.3.1 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](#).

4.10.3.2 Tiebreakers

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

4.11 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal (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 and reference 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.

4.12 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

4.13 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.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

Agency, if it awards a Price Agreement(s), will award Price Agreement(s) to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. Depending on the number of Proposals received, Agency may choose to determine a natural break in scoring and award Price Agreements to the highest ranking Proposers before the natural break point. 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 Price Agreement(s) 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 Price Agreement 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 Price Agreement 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 Price Agreement award as a result of 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 Price Agreement. 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 Price Agreement 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 Price Agreement.

5.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Price Agreement as a result of 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 PRICE AGREEMENT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer(s), Agency may enter into Price Agreement 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 Price Agreement (Attachment A), with the exception of those terms listed below for negotiation.

Following the selection of the apparent successful Proposer(s), Agency may agree to negotiate changes to the negotiable provisions of the Sample Price Agreement 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 **ONLY** the Statement of Work and Pricing.

In the event that the parties have not reached mutually agreeable terms within 20 calendar days, Agency, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

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

6.2 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 6.2 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.

6.3 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 Price Agreement, 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.

6.4 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 Price Agreement award, or the rejection of any Proposal.

6.5 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.

6.6 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.

6.7 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 Price Agreement. (ORS 279B.025)

6.8 PRINTING, BINDING, AND STATIONERY WORK

Except as provided in ORS 282.210(2), all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the State or any county, city, town, port district, school district, or other political subdivision, must be performed within the State.

RFP 5360 Attachment A – Sample Price Agreement
Price Agreement Number 000000

STATE OF OREGON
PRICE AGREEMENT

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 Price Agreement 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)
Fax: (optional)
E-mail address: (required)

hereinafter referred to as “Contractor.”

Work to be performed under this Price Agreement relates principally to OHA’s

Public Health Division
(Insert address)
(Insert city, state, zip)
Price Agreement Administrator: (Insert Name) or delegate
Telephone: (Required)
Fax: (Required)
E-mail address: (Required)

This Price Agreement is entered into by OHA and the Contractor for the purpose of identifying the form of Work Order Contract to be used, the general terms and conditions applicable to subsequent Work Order Contracts (“Work Order Contract”) entered into between OHA and Contractor pursuant to which Contractor will provide communications and social marketing planning, strategy, implementation, training, and consultation services to OHA, and the process through which the Work Order Contracts will be assigned and authorized.

This Price Agreement, by itself, is not a binding contract. There is no guarantee that any specific level of work or overall dollar amounts will be authorized for and required of Contractor. Rather, OHA and Contractor intend to enter into binding and enforceable Work Order Contracts for communications and social marketing services by execution of a Work Order Contract substantially in the form attached hereto as Attachment 1 that specifies the work to be performed and that makes the terms and conditions set forth in this Price Agreement applicable to the authorized Work Order Contract. Each executed Work Order Contract shall create a separate Contract between the parties (consisting of the Work Order Contract together with the Price Agreement terms and conditions) enforceable in accordance with the terms thereof and independent of all other such Work Order Contracts.

Work Order Contract Assignment Procedure: Any Work Order Contract issued pursuant to this Price Agreement for communications and social marketing services will be issued according to the process described below.

OHA will select a firm from among the pool of Price Agreement Contractors using a simple selection process. OHA will create a request specific to each project and email that request to each of the Price Agreement Contractors directly. The email request may include but will not be limited to, required Contractor information, selection criteria, the date and time for receipt of response, the estimated budget for the project, a description of the project, and any other project-specific details.

The selected Contractor will be chosen based on criteria defined within each request. Criteria may include but is not limited to, the ability to meet the project-specific requirements, the ability to meet the project timeline and all requirements necessary to deliver the services and products needed for the project, the specific qualifications and experience of proposed staff, and cost. The OHA will evaluate the responses received based on the criteria defined in the request and rank the responses. OHA will then negotiate the Work Order Contract with the highest ranked Contractor.

The Contractor will perform, and OHA shall pay for work only when performed under a Work Order Contract. An individual Work Order Contract will authorize the work particular to each project.

1. Effective Date and Duration.

- a.** This Price Agreement shall become effective on the date this Price Agreement has been fully executed by every party and, when required, approved by Department of Justice or on [insert start date], whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Price Agreement shall expire on [insert end date]. Price Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Price Agreement with respect to any default by Contractor that has not been cured.
- b.** Upon termination or expiration of the Price Agreement, and at the request of OHA, the Contractor will continue to provide the services and meet the obligations under any applicable Work Order Contract unless such Work Order Contract is otherwise terminated pursuant to the terms and conditions of the Work Order Contract. If the Contractor provides services under any applicable Work Order Contract during the period following the termination or expiration of the Price Agreement, the terms and conditions and pricing of such Work Order Contract shall remain in effect.

2. Price Agreement Documents.

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

Exhibit A, Part 1:	Statement of Work
Exhibit A, Part 2:	Payment and Financial Reporting
Exhibit A, Part 3:	Special Provisions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Insurance Requirements
Exhibit D:	Federal Terms and Conditions
Attachment 1:	Work Order Contract Form

There are no other agreement documents unless specifically referenced and incorporated in this Price Agreement.

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

3. Consideration.

- a. The maximum, not-to-exceed compensation payable to Contractor is subject to the project-specific budget authorized by Work Order Contracts issued under this Price Agreement. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation authorized by each Work Order Contract for completing the Work, and will not pay for Work performed before the date this Price Agreement becomes effective or after the termination or expiration of any individual Work Order Contract issued under this Price Agreement. If the maximum compensation of a Work Order Contract is increased by amendment of the Work Order 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 a Work Order Contract. For purposes of this Price Agreement, “Work” means the tasks or services and deliverables accepted by OHA as described in each authorized Work Order Contract.

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

Contractor Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Fax: (____) _____

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 Price Agreement. All insurance listed herein and required by Exhibit C must be in effect prior to Price Agreement execution.

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit C of this Price Agreement, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C.

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Price Agreement;

- (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 Price Agreement or to the project for which the Price Agreement 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 Price Agreement 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 Price Agreement 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 305.380(4), 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 Price Agreement 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 Price Agreement; or (ii) exercising a right of setoff against Contractor’s compensation under this Price Agreement 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.

CONTRACTOR, BY EXECUTION OF THIS PRICE AGREEMENT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS PRICE AGREEMENT, 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 Price Agreement 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 Price Agreement 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

1. Services to be Provided by Contractor shall include:

OHA anticipates the need for various types of communications and social marketing services. The Contractor may be required to perform tasks in any or all of the following functional areas as stated in any project-specific Work Order issued.

a. Public communications design

- 1) Synthesize public health research and evaluation findings and recommendations into a suite of communications materials. These materials include, but are not limited to, talking points, public narratives, reports, charts, infographics, one-pagers, fact sheets, etc.
- 2) Create graphics and design reports that clearly convey findings and recommendations to diverse audiences in various formats in coordination with campaign goals and values.
- 3) Webpage design and data visualization.
- 4) Strategic initiative websites, social media and communications.
- 5) Develop strategic communications plans and strategies.
- 6) Develop community and partner-friendly websites, social media and communications tools that incorporate partner engagement and user experience testing.
- 7) Develop external public health messaging communications campaign.
- 8) Develop plain language and culturally responsive materials, (example: videos, fact sheets) in multiple languages at OHA's request.
- 9) Provide graphic design and creative visual services for internal and external communications.

b. Communications support for community engagement

- 1) Work with communities to identify communications strengths and needs.
- 2) Co-create and transcreate impactful health education and outreach materials, communications and strategy with communities.
- 3) Provide technical assistance and training on health communications.
- 4) Provide training and technical assistance related to plain language and ADA accessibility.

c. Policy communications

- 1) Develop and edit content to communicate value of policy and budget investments.
- 2) Develop content to support public trust in public health science and approaches.
- 3) Provide files for all materials developed for OHA in modifiable formats.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. The Not-to-Exceed amount for each project will be authorized by a Work Order Contract issued by OHA. No payment will be made for any services performed before the effective date or after the expiration date of a Work Order Contract. OHA will not pay any amount in excess of the amount set forth in a Work Order Contract unless that amount is increased by written amendment to the Work Order Contract and the amendment is signed by all parties.
2. OHA shall pay Contractor for work completed under each Work Order Contract based on the following hourly rates:

Name and Position	Hourly Rate
(Name and Position) To be completed prior to execution	\$
(Name and Position) To be completed prior to execution	\$
(Name and Position) To be completed prior to execution	\$
(Name and Position) To be completed prior to execution	\$

3. In-state travel may be required to complete specific projects. Any project-specific travel expenses will be negotiated and authorized in the Work Order Contract as necessary. Travel, if approved and authorized by the Work Order Contract, will be reimbursed in accordance with the current State of Oregon travel policies.
4. All other expenses may be negotiated and authorized in a Work Order Contract as necessary.
5. Invoices shall be submitted no less than monthly to the requesting office as specified in the Work Order Contract. Final invoices shall be submitted within 45 days of the completion of the project. Invoices shall be in a form acceptable to OHA and must include the following details:
 - a. Reference Price Agreement Number XXXXXX;
 - b. Reference Work Order Contract Number;
 - c. Detailed description of specific deliverables and services, including dates of the service, staff names and number of hours worked, and any other information required by OHA;
 - d. Itemized account of actual costs associated with each line item of the approved budget including but not limited to: travel, lodging and per diem, expenses; and
 - e. Total amount of invoice.

OHA reserves the right to request, in writing, full itemization and receipts for any billed item, including but not limited to any or all labor and/or direct costs billed by Contractor. Contractor shall provide receipts within five (5) business days of OHA request. Payment shall not be released on any subject invoice until all requested receipts have been received from Contractor.

Incomplete invoices or invoices that do not comply with the requirements and approved Work Order budget will be returned to the Contractor for correction.

OHA reserves the right to withhold final payment equal to five percent (5%) of any Work Order Contract amount until all required services are completed and accepted by OHA.

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 Price Agreement. 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 Price Agreement. Confidentiality policies shall be applied to all requests from outside sources.

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 the Price Agreement, 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 Price Agreement 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 the 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 the Price Agreement;
 - (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 Price Agreement 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 the Price Agreement under the following general circumstances:
 - (1) OHA may extend the Price Agreement for additional periods of time up to a total Price Agreement period of 7 years. 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 Price Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Price Agreement 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 Price Agreement 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 #5360** 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 Price Agreement or previous amendments to the Price Agreement;
 - (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 Price Agreement.
- c. Upon identification, by any party to this Price Agreement, of any circumstance which may require an amendment to this Price Agreement, 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 Price Agreement 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 Price Agreement.

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. In addition to the requirements of Section 3.a. above, if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the 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, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.
- c. If known, the abuse report should 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.

Contractor shall verify that each of Contractor's employees, volunteers, and subcontractors, as a condition of working with OHA-referred clients or having access to OHA clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for Contractor or places the person in a position to gain access to a client or a client's personal information so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Price Agreement or has access to client finances or financial information.

a. Contractor shall establish verification by:

- (1) Having Contractor's employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with Contractor; OR
- (2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the Contractor's employee, volunteer, or subcontractor's fitness to provide services under this Price Agreement; OR
- (3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).

b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:

- (1) Background checks must be completed prior to performing services under this Price Agreement, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
 - (b) A lapse in working or volunteering in a position under the direction and control of Contractor, but the individual is still considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.
 - (c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.
 - (d) Federal or state regulations require a new background check.
 - (e) The Contractor determines the need for a background check.
- (2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.

- (3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Price Agreement extension by amendment, unless required by Section b.(1) above.
 - (4) Contractor shall require each of its employees, volunteers, and subcontractors receiving background checks to report to the Contractor any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within 5 business days after the new arrest, conviction or investigation took place.
 - (a) Within five days of such notification, the Contractor is required to report to OHA the employee, volunteer, or subcontractor's new history.
 - (b) OHA may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.
 - (5) Contractor shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor's personnel file.
- c.** If the position of the Contractor's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration (GSA) System for Award Management (SAM), and the Social Security Administration (SSA) Death Masterfile. Any employee or subcontractor of Contractor found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with OHA clients or have access to OHA clients, client information, or client funds.
- d.** Contractor shall determine after receiving the criminal records and NSOPW check, whether its employee, volunteer, or subcontractor has any of the convictions listed above or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with OHA clients. If Contractor notes a conviction from any of the above listed crimes on the employee, volunteer, or subcontractor's record, and Contractor chooses to hire the employee or allow the volunteer or subcontractor to perform services under this Price Agreement, Contractor shall confirm with OHA in writing, the reasons for allowing the individual to perform services under this Price Agreement. These reasons shall address how the employee, volunteer, or subcontractor is presently suitable or able to work with OHA clients in a safe and trustworthy manner. Contractor shall ensure this information, along with the employee, volunteer, or subcontractor's background check, is in the individual's personnel file.

Upon receiving such written notification from Contractor, OHA reserves the right to the final denial or approval of any Contractor employee, volunteer, or subcontractor to provide services to OHA clients under this Price Agreement. Unless OHA rejects the employee, volunteer, or subcontractor to provide services to OHA clients under this Price Agreement within seven business days from receiving such written notification from Contractor, the Contractor employee, volunteer, or subcontractor will be deemed approved by OHA.

- e.** The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to OHA clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future OHA review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."

EXHIBIT B

Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Price Agreement 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 Price Agreement 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 Price Agreement.
- 2. Compliance with Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Price Agreement, as may be modified or adopted from time to time. OHA's performance under the Price Agreement 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 Price Agreement.
- 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 Price Agreement, represents and warrants that Contractor's Work to be performed under this Price Agreement 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 Price Agreement. If compensation under this Price Agreement 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 Price Agreement 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 Price Agreement, 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 Price Agreement;
- (2) The obligations set forth in this Price Agreement, 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 Price Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (5) Contractor prepared its proposal related to this Price Agreement, 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 Price Agreement.

6. Funds Available and Authorized; Payments.

a. Contractor shall not be compensated for Work performed under this Price Agreement 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 Price Agreement 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 Price Agreement.

b. Payment Method. Payments under this Price Agreement 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 Price Agreement. 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 Price Agreement until receipt of the correct EFT designation and payment information from the Contractor.

7. Recovery of Overpayments. IF BILLINGS UNDER THIS PRICE AGREEMENT, OR UNDER ANY OTHER PRICE AGREEMENT 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 REPAYED. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS PRICE AGREEMENT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF.

8. Ownership of Work Product.

- a. **Definitions.** As used in this Section 8, and elsewhere in this Price Agreement, 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. **Third Party Intellectual Property.** In the event 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, and unless otherwise specified in a Work Order Contract that OHA will acquire rights to Third Party Intellectual Property on its own behalf, Contractor shall, in the name of OHA and subject to OHA's written approval, secure rights in such Third Party Intellectual Property sufficient to deliver Work Product that fulfills the objectives of the applicable Work Order Contract. Rights may include license or title to Third Party Intellectual Property. Contractor shall provide documentation of OHA's rights in Third Party Intellectual Property with its delivery of the associated Work Product.
- e. **Other Rights.** Contractor shall, in the name of OHA and subject to OHA's written approval, secure and manage all releases and permissions not addressed in Sections 8.b, 8.c, or 8.d of this Exhibit B that are necessary for Contractor to deliver Work Product, and ensure such releases and permissions are sufficient to fulfill the objectives of the applicable Work Order Contract. Contractor shall provide documentation that is acceptable to OHA that Contractor has secured all such releases and permissions with its delivery of the associated Work Product, and otherwise on request.

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 PRICE AGREEMENT.
- 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 PRICE AGREEMENT.

10. Default; Remedies; Termination.

- a. **Default by Contractor.** Contractor shall be in default under this Price Agreement 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 Price Agreement 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 Price Agreement, fails to perform the Work under this Price Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Price Agreement 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 Price Agreement or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Price Agreement.

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 Price Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Price Agreement 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 Price Agreement was terminated pursuant to Section 10.e.(1) below.

c. Default by OHA. OHA shall be in default under this Price Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this Price Agreement, 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement:
 - (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 Price Agreement 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 Price Agreement, 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 Price Agreement, OHA may terminate this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement.
- (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 Price Agreement, 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 Price Agreement 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 Price Agreement and the Price Agreement 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 PRICE AGREEMENT.
- 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 Price Agreement 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 Price Agreement, 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 Price Agreement, are collectively referred to as “Records.” Contractor acknowledges and agrees that OHA, the 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 Price Agreement;
 - 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 Price Agreement.
- 15. Information Privacy/Security/Access.** If the Work performed under this Price Agreement 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 Price Agreement, without liability to Contractor,

upon written notice after reasonably determining the delay or default reasonably prevents performance of this Price Agreement.

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 Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Price Agreement.
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 Price Agreement's provisions are binding upon and inure to the benefit of the parties to this Price Agreement and their respective successors and assigns.
19. **No Third Party Beneficiaries.** OHA and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms. Nothing in this Price Agreement 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 Price Agreement. This Section shall survive expiration or termination of this Price Agreement.
20. **Severability.** The parties agree that if any term or provision of this Price Agreement 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 Price Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Price Agreement.
21. **Notice.** Except as otherwise expressly provided in this Price Agreement, 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 Price Agreement, 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 and Procurement
635 Capitol Street NE, Suite 350
Salem, Oregon 97301
Telephone: 503-945-5818
Fax: 503-378-4324

Contractor: As stated on page 1 of this Price Agreement

This Section shall survive expiration or termination of this Price Agreement.

22. **Headings.** The headings and captions to sections of this Price Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Price Agreement.

23. **Merger Clause.** This Price Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, regarding this Price Agreement not specified herein.
24. **Amendments; Waiver; Consent.** OHA may amend this Price Agreement to the extent provided herein, the solicitation document, if any from which this Price Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Price Agreement shall bind either party unless it is in writing and signed by both parties and when required, the 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 Price Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Price Agreement.
25. **Contractor's Failure to Perform Under a Work Order Contract.** Contractor's failure to perform the statement of work specified under a Work Order Contract (WOC), or to meet the performance standards established in this Price Agreement or in the WOC, may result in consequences that include, but are not limited to:
- a. Reducing or withholding payment under this Price Agreement or WOC;
 - 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 Price Agreement or WOC and pursuing any available remedies for default, including termination of the Price Agreement or the WOC as permitted in Section 10., "Default; Remedies; Termination", of this Price Agreement.

EXHIBIT C

Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this exhibit prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement and all Work Order Contracts, 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 OHA. 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.

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.

COMMERCIAL GENERAL LIABILITY

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall 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 shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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 \$1,000,000 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**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Price Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is 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.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OHA 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 the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and OHA's acceptance of all Services required under the Price Agreement, or
- (ii) OHA or Contractor termination of this Price Agreement, or
- (iii) The expiration of all warranty periods provided under this Price Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to OHA Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Price Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Price Agreement. 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. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Price Agreement.

NOTICE OF CHANGE OR CANCELLATION

The Contractor or its insurer must provide at least 30 days' written notice to OHA 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 OHA under this Price Agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

STATE ACCEPTANCE

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Price Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Price Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Price Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Price Agreement, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Price Agreement, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Price Agreement, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Price Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Price Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Contractor under this Price Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f.** No part of any federal funds paid to Contractor under this Price Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Contractor under this Price Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of

the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
 - a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Price Agreement and applicable state or federal law.
 - b. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services. Reserved**
11. **Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. Reserved**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Price Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

15. Federal Whistleblower Protection. Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.



Attachment 1
Price Agreement Number 000000
Work Order Number 00

**STATE OF OREGON
WORK ORDER 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 Work Order Contract (WOC) hereby incorporates by reference all of the terms and conditions contained in Price Agreement 000000 between the State of Oregon, Oregon Health Authority, hereinafter referred to as "OHA", and

**Contractor
Address
City, State ZIP
Telephone: (required)
Facsimile: (required)
E-mail address (required)**

Hereinafter referred to as "Contractor."

This WOC is effective on the date it is signed by all parties and all applicable approvals have been obtained.

The terms of this WOC along with all terms and conditions of the Price Agreement constitute the entire contract.

The terms of this WOC will not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment to this WOC signed by all parties.

Work Order summary:

Project Title: _____

Project Start Date: _____ Project End Date: _____

Project Location: _____

Work Order NTE Amount: _____

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this WOC: _____

The final statement of work, OHA approved project budget, and any other project-specific documents must be attached to this WOC.

OHA will make payment to the Contractor for accepted and approved services under this WOC according to the OHA approved project budget. Incomplete invoices or invoices that do not comply with the approved project budget will be returned to the Contractor for correction.

Invoices for all services under this Work Order Contract must be submitted to:

Oregon Health Authority, Public Health Division	
Attn:	
Address	City, State, ZIP
Phone:	Fax:
Email:	

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

Contractor, by signature on this WOC, hereby acknowledges that Contractor has read this WOC and the Price Agreement, understands it, and agrees to be bound by its terms and conditions.

Contractor Name

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency

Not required per OAR 137-045-0030(1)(a) if WOC does not exceed \$150,000 total	
Department of Justice	Date

- 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 referenced in Exhibit A 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 Signature

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT A

TO RFP #5360 ATTACHMENT B

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

RFP #5360

ATTACHMENT C – PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer:	
Address:	
City, State and Zip:	
State of Incorporation:	
Entity Type:	
Contact Name:	
Contact Phone and Email:	
Oregon Business Registration Number:	

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

1. Proposer understands and accepts the requirements of the 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 Amendment, 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 Amendments to the RFP.
3. Proposal is a Firm Offer for 180 days following the Opening.
4. If awarded a Price Agreement, Proposer agrees to perform the work and meet the performance standards set forth in the final negotiated statement 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 305.380(4), ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions.
7. 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 Price Agreement execution, a written policy and practice, that meets the requirements described in ORS 279A.112, 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.

8. 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 the Price Agreement and a failure to comply constitutes a breach that entitles Agency to terminate the 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.

9. 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 Price Agreement.
10. 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 list in the System for Award Management found at: <https://www.sam.gov/portal/>
11. 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.
12. 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.

- 13.** 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.
- 14.** Proposer acknowledges these certifications are in addition to any certifications required in the Price Agreement and Statement of Work at the time of Price Agreement execution.

Authorized Signature

Date

Printed Name

Title

RFP #5360

ATTACHMENT D – REFERENCE CHECK FORM

Proposer Name:	
Reference Entity/Business Name:	
Reference Contact Name:	
Contact Telephone Number:	
Contact Email Address:	

1. For what type of services did you engage Proposer?
2. Describe the services listed in response to question 1.
3. Describe Proposer’s expertise related to culturally and linguistically responsive, accessible and plain language communications. This may include co-creation, transcreation, trauma-informed, asset framing, strength-based, or other approaches to communications.
4. Describe Proposer’s customer service and responsiveness.
5. Describe your satisfaction with the business relationship with Proposer.
6. How likely would you be to use Proposer’s services again?
7. With which aspect(s) of Proposer’s services are you the most satisfied?
8. With which aspect(s) of Proposer’s services are you the least satisfied?
9. How well did Proposer stay within the proposed timeline?
10. How did the final project cost compare to the initial proposed cost?

RFP #5360

ATTACHMENT E – PRICE PROPOSAL FORM

Proposer(s) shall propose hourly rates for all staff that will be performing services as described in this RFP. Please complete the table below, adding lines to the table as necessary, with the hourly rates for the key person positions that will be offered by the Proposer(s) under the resultant Price Agreement.

Each Work Order Contract may require a combination of key persons to complete the work. The statement of work and budget for each project will be negotiated and incorporated into the Work Order.

Hourly rates must be all-inclusive. All-inclusive rates mean payroll expenses for a position that may be needed while providing services under a resultant Work Order to the Price Agreement including Wages, Vacation/Holiday/Sick Leave, Payroll Taxes, Employee Insurance, and all administrative overhead expenses related to providing services. Rates will remain in effect through the initial term of the Price Agreement.

In-state travel may be required to complete specific projects. Any project-specific travel expenses will be negotiated and authorized in the Work Order Contract as necessary. Travel, if approved and authorized by the Work Order Contract, will be reimbursed in accordance with the current State of Oregon travel policies.

Name and Position	Hourly Rate
Name/Position	\$
Name/Position	\$
Name/Position	\$
Name/Position	\$
Name/Position	\$
Name/Position	\$
Name/Position	\$

RFP #5360

**ATTACHMENT F – CERTIFIED DISADVANTAGED BUSINESS OUTREACH
PLAN**

Proposer 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 own, 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 offer, Proposer 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 Proposer 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 Proposer has had a contractual relationship with within the last two years.

3. Include a list of firms that Proposer 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 Proposer 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 Proposal.

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

CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

5. Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a Price Agreement as a result of this RFP.

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

7. Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Price Agreement as a result of this RFP?

RFP #5360

ATTACHMENT G - RESPONSIBILITY INQUIRY

OHA will determine responsibility of a Proposer prior to award and execution of a Price Agreement. In addition to this form, OHA may notify Proposer 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 OHA finding of non-responsibility and rejection.

1. Does Proposer 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 Proposer to meet all contractual responsibilities? **YES** / **NO**

2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer 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 Proposer (incl. a partner or shareholder owning 10% or more of Proposer'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 Proposals, 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 Proposer 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 Proposer have any outstanding or pending judgments against it? **YES** / **NO**

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

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

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services?
YES / **NO** / **N/A**

Response:

AUTHORIZED SIGNATURE

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

Proposer Name: _____

Authorized Signature Date

Print Name Title