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## State of Oregon



## The Oregon Department of Education (ODE)

Issues the following

### REQUEST FOR PROPOSALS

For

### Therapy Support Services for the Oregon School for the Deaf

**Date of Issuance:** July 09, 2009

**Proposals Due:** July 31, 2009 at 2:00 pm (PDT)  
At the Issuing Office  
Facsimiles **will not** be considered.  
Postmarks **will not** be considered.

**Issuing Office:** Oregon Department of Education,  
Procurement Services  
Attn: Karen L. Hull  
255 Capitol Street NE  
Salem, Oregon 97310  
Telephone 503-947-5881  
Fax 503-378-5156  
E-mail: [karen.hull@state.or.us](mailto:karen.hull@state.or.us)

It is the policy of the State Board of Education and a priority of the Oregon Department of Education there will be no discrimination or harassment on the grounds of race, color, sex, marital status, religion, national origin, age or disability in any education programs, activities or employment. Persons having questions about equal opportunity and nondiscrimination should contact the state Superintendent of Public Instruction at the Oregon Department of Education.

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## SECTION 1 – BACKGROUND/PURPOSE

### 1.1 BACKGROUND

Each year an Intergovernmental Contractor whose staff are certified by the State of Oregon provides specialized Individualized Education Plan (IEP) required services to deaf and hard of hearing students at the Oregon School for the Deaf (OSD).

These therapeutic services enrich the experiences of deaf and hard of hearing students through the variety of services provided.

### 1.2 PURPOSE

The Oregon Department of Education (ODE) is requesting proposals to secure a Contractor to provide services for specialized IEP required services to deaf and hard of hearing students at OSD for the 2009-2010 school year.

ODE intends to award one (1) contract for these services.

### 1.3 COMPLETION DATE

The anticipated end date for this work is **June 20, 2010**.

At the option of the Agency, and upon written agreement by the Contractor, the Contract may be extended by Agency. Agency will provide to the Contractor written notice, in the form of an Amendment to this Contract, of the intent to extend the Contract. The Contract may be renewed upon mutual agreement between the parties with a possible two (2) year renewal through June 2012.

### 1.4 DEFINITIONS

For the purposes of this RFQ, the following definitions will be used.

- 1.4.1 **“Addenda”** means an addition to or a deletion of, a material change in, or clarification of, the RFP. Addenda shall be labeled as such, issued by Agency, and shall be made available to all interested Proposers as set forth in this RFP.
- 1.4.2 **“Agency”** hereafter means Oregon Department of Education (ODE).
- 1.4.3 **“Closing Date”** means the date and time on or before which all Proposals must be submitted
- 1.4.4 **“Contract”** means the legal agreement between the Agency and the Successful Proposer.
- 1.4.5 **“Contractor”** means the person or entity which is the Successful Proposer and with which Agency enters into the Contract.
- 1.4.6 **“Proposal”** means a Proposal submitted in response to this RFQ.
- 1.4.7 **“Proposer”** means a person, organization or governmental entity that is making the Proposal.
- 1.4.8 **“Request for Proposal”** means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.
- 1.4.9 **“RFP”** is the acronym for Request for Proposal.
- 1.4.10 **“Scope of Work”** means the general character of the supplies and services, the work’s purpose and objectives, and Agency’s expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop the Proposals.

**1.4.11 “State”** hereafter means the State of Oregon.

**1.4.12 “Statement of Work”** means the specific provision in the final Contract which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

**1.4.13 “Successful Proposer”** means the person or firm to whom the RFP award is made.

## **SECTION 2 - SOLICITATION SCHEDULE & PROCESS**

### **2.1 SCHEDULE**

|                                  |                                       |
|----------------------------------|---------------------------------------|
| RFP Issued                       | <b>July 09, 2009</b>                  |
| RFP Questions and Appeals Due by | <b>July 22, 2009 by 2:00 pm (PDT)</b> |
| RFP Closes                       | <b>July 31, 2009 by 2:00 pm (PDT)</b> |
| Contract Award (anticipated)     | <b>August 21, 2009</b>                |

### **2.2 PROCUREMENT AUTHORITY AND METHOD**

Agency is conducting the RFP pursuant to its authority under OAR 125-246-0170(2). Agency is using the Intermediate (Informal) solicitation method pursuant to OAR 125-247-0270, OAR 125-246-0365(4) and ORS190.

### **2.3 QUESTIONS AND REQUESTS**

Any Proposer may submit written questions, including requests for explanations of the meaning or interpretation of provisions, specifications, or Contract terms and conditions of the RFP to the Oregon Department of Education, Procurement Services, Attn: Karen Hull, Public Service Building, 3<sup>rd</sup> Floor, 255 Capitol Street NE, Salem, OR 97310-0203”, by **2:00 pm (PDT) on July 22, 2009**. Facsimile or electronic transmissions will be accepted. Agency responses to Proposer requests and questions will be provided through the ODE Business Manager’s List Serve.

### **2.4 REQUESTS FOR CHANGES TO THE RFP, CONTRACTUAL TERMS OR SPECIFICATIONS**

Any Proposer may submit a written request for changes to the RFP, contractual terms or specifications. To be considered, the request for changes must be submitted no later than **2:00 pm (PDT) on July 22, 2009** or by any extension made by subsequent Addenda and addressed to the Oregon Department of Education, Attn: Karen L. Hull, Procurement Services, Public Service Building, 3<sup>rd</sup> Floor, 255 Capitol Street NE, Salem, OR 97310-0203. Facsimile or electronic transmissions will be accepted.

The request shall include the reason for requested changes, supported by factual documentation, any proposed changes and shall contain all other information required by ORS 279B.405 and OAR 125-247-0730. Any interpretation, correction or change to this RFP will be made by written addendum and will be published on the ODE Business Manager’s List Serve. Interpretations, corrections or changes to this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes. Appeals shall be handled according to Oregon Administrative Rule.

### **2.5 CLOSING DATE FOR SUBMISSION OF PROPOSAL**

Proposals must be received by the issuing office no later than **2:00 pm (PDT), on July 31, 2009**. Mail or deliver to: Oregon Department of Education, Procurement Services, Attn: Karen L. Hull, Contracting Officer, Public Service Building, 3<sup>rd</sup> Floor, 255 Capitol Street NE, Salem, OR 97310-0203,. Please clearly designate on the envelope **“Therapy Support Services”**. Facsimile or electronic transmissions will **NOT** be considered.

## **2.6 RESERVATION OF AGENCY RIGHTS**

Agency reserves all rights regarding this RFP, including, without limitation, the right to:

- 2.6.1** Amend or cancel this RFP without liability if it is in the best interest of the public to do so;
- 2.6.2** Reject any and all Proposals upon finding that it is in the best interest of the public to do so;
- 2.6.3** Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this RFP, and to seek clarification from the Proposer, if required;
- 2.6.4** Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- 2.6.5** Negotiate a final Contract within the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;
- 2.6.6** Amend any Contract that is a result of this RFP;
- 2.6.7** Engage other contractors by selection or procurement independent of this RFP process and any contracts/agreements under it;
- 2.6.8** To extend any Contract that is a result of this RFP without an additional solicitation process for up to two (2) additional years;
- 2.6.9** If there is only one (1) response to this RFP and that Proposer is judged a qualified Proposer, Agency will enter into direct negotiations with that Proposer. In the event that the sole Proposer is not judged a qualified Proposer, then Agency reserves the right to solicit other Proposers;
- 2.6.10** Although cost is a consideration when engaging a Proposer, the intent is to provide Agency with a Proposer who has a given level of specialized skill, knowledge and resources. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the Proposer with the lowest cost will not necessarily be awarded the Contract. Agency reserves the sole right to make this determination.

## **2.7 PROPOSAL WITHDRAWAL**

If a Proposer wishes to withdraw a submitted Proposal, it must be withdrawn prior to the Closing Date. A written request to withdraw must be signed by the Proposer and submitted to the name and address specified on the RFP coversheet as the "Issuing Office". Facsimile or electronic transmissions will **NOT** be considered.

## **2.8 RELEASE OF INFORMATION**

No information shall be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFP process.

## **2.9 PUBLIC INFORMATION**

All Proposals are public information after the Proposals have been opened and all protests are public information after the protest period ends. However, copies of proposals will not be provided until the evaluation process has been completed and an apparent Successful Proposer has been selected and notified. Copies of public information must be requested in writing. A fee of \$0.25 per page copied will be assessed and payment must be received by the Issuing Office before copies are delivered to the requester. Any person may request copies of public information.

## **2.10 TRADE SECRET**

If any part of a Proposal or protest is considered a trade secret, the Proposer or protestor must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.501(2) and 646.461 to 646.475. Application of the

Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

## **2.11 COST OF PREPARING AND SUBMITTING PROPOSALS**

All costs incurred in preparing and submitting a Proposal in response to this RFP will be the responsibility of the Proposer and will not be reimbursed by Agency.

## **2.12 RECYCLABLE MATERIALS**

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the Contract.

## **2.13 CONTRACTUAL OBLIGATION**

All Proposers who submit a Proposal in response to this RFP understand and agree the Agency is not obligated thereby to enter into a contract with any Proposer and, further, has absolutely no financial obligation to any Proposer. It is further understood that any resulting Contract will be utilized by Agency based on its need.

# **SECTION 3 - MINIMUM QUALIFICATIONS**

## **3.1 MINIMUM PROPOSER QUALIFICATIONS**

The successful Proposer shall possess the following qualifications:

- 3.1.1** Educated and experienced in providing services to deaf/hard of hearing students and
- 3.1.2** Experience and ability to communicate fluently with deaf/hard of hearing students using American Sign Language (ASL)
- 3.1.3** Documentation of licenses and certifications by the State of Oregon
- 3.1.4** Experience and knowledge of local school districts and programs

## **3.2 CURRENT REFERENCES**

Proposers shall provide **four (4)** references with their Proposal. References shall be public entities that have knowledge of Proposer's services similar to those required by this RFP. For each reference, state the company name, address, name of the person to contact having knowledge of the work performed, telephone number, facsimile number and e-mail address if available. All Proposers must complete ATTACHMENT E – CURRENT REFERENCES.

# **SECTION 4 - PROPOSAL REQUIREMENTS**

## **4.1 GENERAL INFORMATION**

Proposals must be submitted in the name of the Proposer's legal entity. Proposals must be submitted using only 8 ½" x 11" white papers. Proposals shall be typed but without expensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposals.

## **4.2 SIGNATURE REQUIRED; PROPOSER AFFIRMATIONS**

Each part of the Proposal package must be signed and dated by the Proposer or a representative legally authorized by the Proposer. The Proposal package must contain **one (1)** original and **3 (three)** copies and be submitted in accordance with Section 2.5.

**4.2.1** Proposer's signature and submission of a signed Proposal in response to the RFP constitutes Proposer's affirmation that:

- 4.2.1.1** Proposer has completely read and understands all the provisions of the RFP.
- 4.2.1.2** The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a)

verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.

- 4.2.1.3** The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
  - 4.2.1.4** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a Proposal.
  - 4.2.1.5** Agency shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
  - 4.2.1.6** Agency shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.
  - 4.2.1.7** Proposer accepts and agrees to be bound by the terms and conditions of the Contract, and agrees to provide all services set out in the Contract.
  - 4.2.1.8** By submitting a Proposal in response to this RFP, Proposer is verifying they can perform the work described in Attachment A, Scope of Work.
- 4.2.2** The Proposal package must be contained in a single sealed package addressed to the Issuing Office and clearly marked "**Therapy Support Services**".
- 4.2.3** Proposals **must address the entire Proposal and submission requirements** set forth in this RFP, and must describe **how** the services will be provided, including total number of hours necessary to deliver services. Proposals, that merely offer to provide services as stated in this RFP will be considered non-responsive to this RFP.
- 4.2.4** Proposers shall submit staff resumes and other pertinent qualifications as listed in 3.1 Minimum Proposer Qualifications.
- 4.2.5** Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFP. Only those Proposal(s) that include complete information as required by this RFP will be considered for evaluation.

### **4.3 PROPOSAL EXPIRATION**

Submitted Proposals and all associated costs shall remain in effect for a period of ninety (90) days from the deadline for proposal submission.

## **SECTION 5 - PROPOSAL EVALUATION**

### **5.1 EVALUATION PROCESS**

- 5.1.1** Proposals will be evaluated by a committee consisting of representatives of the requesting Agency offices, and when applicable, other users.
- 5.1.2** Proposals will be evaluated for completeness and compliance with the requirements of this RFP.
- 5.1.3** Proposals which are incomplete, which do not meet all requirements of the RFP, or are otherwise deemed by Agency to be "non-responsive" will be rejected.
- 5.1.4** Proposals considered complete, or "responsive", will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification.
- 5.1.5** At the option of Agency, the Proposer may be required to demonstrate the proposed product or service.

### **5.2 EVALUATION AND SCORING CRITERIA (100 Points)**

#### **5.2.1 Management Experience (45.0 Points)**

- Availability and capability to perform the Scope of Work
- Experience of staff on comparable projects
- Knowledge and understanding of the required services as shown through the proposed approach to staffing and scheduling needs
- Demonstrated ability to successfully complete similar projects or perform similar services on time and within budget
- Identity of proposed staff and their qualifications

#### **5.2.2 Staffing Plan (45.0 Points)**

- Adequate staff to complete the work
- Knowledge and skills of staff to perform the work
- Resumes of staff to be assigned to perform the work

#### **5.2.3 Pricing and Cost Efficiency (10.0 Points)**

- Minimum administrative overhead
- Meets the requirements of programs
- All proposed costs are justifiable
- All in-kind resources are displayed
- Hourly rate(s)
- Total price

### **5.3 DISQUALIFICATION**

Any attempt by a Proposer to influence a member of the review panel during the Proposal review and evaluation process will result in the elimination of that Proposer's Proposal from consideration.

### **5.4 SELECTION AND AWARD(S)**

Agency will award one (1) Contract. Agency will notify the Proposer with the highest points awarded and request a signed Contract. If no Contract is executed with the Proposer with the highest points awarded within thirty (30) days of that Proposer's receipt of the Contract, then the Proposer with the next highest ranking will be considered to enter into a Contract. This protocol will be followed until a Contract has been signed. If all Proposals are rejected, Proposers will be promptly notified. Should Agency cause the execution of the Contract to exceed the 30-day period, the Proposer will not be held responsible for the delay(s).

### **5.5 INTENT TO AWARD**

The apparent Successful Proposer shall be notified in writing and the time lines for Contract negotiation will be set. The Contract may include by reference this RFP, the Proposal and any additional contractual language as may be required.

### **5.6 APPEAL OF AWARD**

Every Proposer shall be notified in writing of its selection status. **This is an Intermediate (Informal) solicitation. Protest of this Contract Award will not be considered.**

### **5.7 INSURANCE CERTIFICATION**

The apparent successful Proposer shall provide all required proofs of insurance to Agency within seven (7) calendar days of the Intent to Award Notice. Failure to present the required documents within the seven (7) calendar-day period may result in proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

### **5.8 NEGOTIATION**

Agency may negotiate Attachment A, Scope of Work of the RFP with the Apparent Successful Proposer. Unless an official Addenda or subsection 2.4 of this RFP has modified or reserved the right to negotiate



any contract terms and conditions, Agency WILL NOT negotiate any contract terms or conditions after the solicitation protest period. By Proposal submission, the Successful Proposer(s) agree(s) to be bound by the Contract terms and conditions at Section 7, and as they may have been modified or reserved by Agency for negotiation. Any Proposal that is received conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate will be rejected. Any subsequent negotiated changes may be subject to prior approval of the Department of Justice.

## **5.9 NEGOTIATION OF OTHER ITEMS**

Agency reserves the right to negotiate the following:

- Term of the Contract
- Extensions
- Prices or Considerations
- Schedules
- Scope of Work
- Deliverables
- Required insurances

## **SECTION 6 – ADDITIONAL CONTRACT TERMS**

### **6.1 ACCEPTANCE AND APPROVAL**

#### **6.1.1 Acceptance and Approval of Work Products and Deliverables**

Acceptance is the physical receiving of the work product or deliverable. Approval is the formal process by which a work product or deliverable is deemed by Agency to meet the requirements of the Contract. All work products or deliverables are subject to standards as described below. Failure to meet the standards will result in disapproval by Agency. Authorization by Agency for payment cannot be made until Agency has approved the work product or deliverable. If a work product is disapproved and returned to the Contractor as described below, Agency may withhold all future payment authorizations until the work product or deliverable is approved.

Agency shall have a reasonable length of time to review and approve the work product or deliverable. If a work product or deliverable is disapproved, it will be returned to Contractor with a written notice for correction, detailing changes that need to be made in order for the work product or deliverable to be approved. Contractor must remedy the work product or deliverable and re-submit it and be approved before payment will be made by Agency.

#### **6.1.2 Standards**

Where work is proposed, if no standards exist, standards must be agreed upon and approved in the Statement of Work by Agency before work begins. Contractor shall provide a document set of all standards and guidelines applying to the work during the development of the work plan. Both parties must agree to any changes to the work plan and all standards and guidelines.

#### **6.1.3 Change Orders**

Approval and payment for a deliverable does not mean a deliverable cannot be changed. Modifications to accepted and approved deliverables are not change orders.

### **6.2 CONTRACT ADMENDMENTS**

In accordance with OAR 125-246-0560, Agency reserves the right to amend the Contract to extend its term, to modify the Statement of Work to address activities related to the scope of the services described in the RFP, to modify payment terms as agreed upon by Agency and Contractor, or any combinations of the foregoing.

Upon Contract extension, the Statement of Work and all provisions specific to this Contract may be negotiated.

Anticipated Amendments to the Contract may include amendments to:

- (a) change the nature, type and processes related to the deliverables reflected in the RFP and

- the Contract Statement of Work.
- (b) requirements as a result of necessary changes in applicable federal and State law or the State's, or Agency's business processes that may restructure the Agency or the Agency's requirements related Statement of Work;
  - (c) add or otherwise change or clarify Work within the Statement of Work or the Scope of the RFP and the Contract
  - (d) delete deliverables from the Statement of Work;
  - (e) extend the term in accordance with the RFP and Contract
  - (f) increase the maximum-not-to-exceed amount of the Contract based on changes to the Work.
  - (g) reduce the maximum-not-to-exceed amount of the Contract based on changes to Work and Agency funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or the Work Products.
  - (h) insurance requirements as a result of the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311)

## SECTION 7 – GENERAL TERMS AND CONDITIONS

### THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL BE INCORPORATED INTO THE RESULTING INTERGOVERNMENTAL CONTRACT FOR THE STATE OF OREGON.

This Contract is by and between the State of Oregon, acting by and through its Department of Education ("Agency"), and \_\_\_\_\_, ("Contractor"). All references to Contract "sections" below refer to the various numbered provisions of this Section 7 (collectively, the "Contract").

#### 1. Effective Date and Duration.

- a. This Contract shall become effective on the date this Contract has been signed by every party hereto and, when required, approved by Department of Justice. Unless terminated or extended, this Contract shall expire when Agency accepts Contractor's completed performance or on \_\_\_\_\_, whichever date occurs first. Expiration shall not extinguish or prejudice Agency's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
- b. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (the Statement of Work) and Exhibit B (Insurance Requirements), which are hereby incorporated by reference.

**2. Statement of Work.** The statement of work (collectively, the "Work"), including the delivery schedule for such Work, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

#### 3. Consideration

- a. Agency agrees to pay Contractor the sum of \$ \_\_\_\_\_ for accomplishing the Work required by this Contract.
- b. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$ \_\_\_\_\_ (the "Maximum Compensation").
- c. Interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- d. Contractor shall not submit invoices for, and Agency will not pay, any amount in excess of the Maximum Compensation. If this Maximum Compensation is increased by amendment of this Contract, the Amendment must be fully effective before Contractor performs work subject to the Amendment. Contractor shall notify Agency's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract.

**4. Key Contractor Personnel.** Contractor acknowledges and agrees that a significant reason Agency selected Contractor and is entering into this Contract is because of the special qualifications of certain Key Persons. Under this Contract, Agency is engaging the expertise, experience, judgment and personal attention of **Key Person** who shall be hereinafter designated as "Key Person". Neither Contractor nor any of the Key Persons shall delegate performance of the powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of Contractor unless Agency provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with such Key Person's services unless Agency provides prior written consent to such reassignment or transfer.

In the event Contractor requests Agency to consent to a delegation, reassignment, transfer or other replacement of a Key Person, Agency may interview and review the qualifications of the proposed substitute personnel before providing its consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency shall thereafter be deemed a Key Person for purposes of this Contract and this Contract shall be deemed amended to include such Key Person.

#### 5. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all required Work as an independent contractor. Although the Agency reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot 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.
- b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing Agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) 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 or payments paid to Contractor under this Contract, except as a self-employed individual.

#### **6. Subcontracts and Assignment; Successors and Assigns**

- a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 15, and 16 of this Contract as if the subcontractor were the Contractor. Agency's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**7. No Third Party Beneficiaries.** Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

#### **8. Funds Available and Authorized; Payments**

- a. Contractor shall not be compensated for work performed under this Contract by any other agency of the State of Oregon. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. Agency will only pay for completed work that is accepted by Agency.

#### **9. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to Agency that (1) Contractor has the power and authority to enter into and perform this Contract, and that its governing body has taken all actions necessary and appropriate to authorize Contractor to enter into this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its profession and Contractor will apply that skill and knowledge with care and diligence to ensure that it performs the Work in a professional manner and in accordance with the standards of its profession, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
- b. **Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of Agency. Agency and Contractor intend that such Work Product be deemed “work made for hire” of which Agency shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire”, Contractor hereby irrevocably assigns to Agency all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Agency may reasonably request in order to fully vest such rights in Agency. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**11. Indemnity.**

**a.** To the extent permitted by applicable law, Contractor shall defend, save, hold harmless, and indemnify the state of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall include in all contracts with subcontractors a provision requiring the subcontractor to defend, save, hold harmless and indemnify the State of Oregon, the Agency and the Contractor, together with the officers, employees and agents of those entities, against all claims, suits, actions, losses, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of the subcontractor or its officers, employees, subcontractors or agents under the Contract.

**b.** Without limiting the generality of the above subsection (a) , Contractor expressly agrees to defend, indemnify, and hold Agency, 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 Agency by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency’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 Agency shall provide Contractor with prompt written notice of any infringement claim.

**c.** Contractor shall have control of the defense and settlement of any claim that is subject to the above subsections (a) and (b); however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the state of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**12. Insurance.** Contractor shall obtain the insurance specified on Exhibit B, which is incorporated herein by this reference, prior to performing any work under the Contract, and shall maintain all such insurance for the term of this Contract.

**13. Termination**

- a. Parties’ Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the Parties.
- b. Agency’s Right to Terminate For Convenience.** Agency may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days’ notice to Contractor.
- c. Agency’s Right to Terminate For Cause.** Agency may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Agency may establish in such

notice, upon the occurrence of any of the following events:

- (i) Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
  - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Agency is prohibited from paying for such Work from the planned funding source;
  - (iii) Contractor no longer holds any license or certificate that is required to perform the Work; or
  - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Agency's notice, or such longer period as Agency may specify in such notice.
- d. Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to Agency if Agency fails to pay Contractor pursuant to the terms of this Contract and Agency fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e. Remedies**
- (i) In the event of termination pursuant to Sections 13.a, 13.b, 13.c(i), 13.c(ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) which Agency has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Agency upon demand.
  - (ii) In the event of termination pursuant to Section 13.c(iii) or 13.c(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 13.c(iii) or 13.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 13.b.
- f. Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Work.

**14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13.(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive

orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.235 and 279B.230, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

**17. Force Majeure.** Neither Agency nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**18. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 15, 18, 24 and 25.

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

**20. Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 20. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**21. Severability.** The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**22. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

## **23. Amendments**

Agency may amend this Contract to the extent provided in the solicitation document, if any, from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

Anticipated Amendments to the Contract may include amendments to:

- (a) change the nature, type and processes related to the deliverables reflected in the RFP and the Contract Statement of Work.

- (b) requirements as a result of necessary changes in applicable federal and State law or the State's, or Agency's business processes that may restructure the Agency or the Agency's requirements related Statement of Work;
- (c) add or otherwise change or clarify Work within the Statement of Work or the Scope of the RFP and the Contract
- (d) delete deliverables from the Statement of Work;
- (e) extend the term in accordance with the RFP and Contract
- (f) increase the maximum-not-to-exceed amount of the Contract based on changes to the Work.
- (g) reduce the maximum-not-to-exceed amount of the Contract based on changes to Work and Agency funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or the Work Products.
- (h) insurance requirements as a result of the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311)

**24. Department of Justice Approval.** Department of Justice, approval may be required by law before any work may begin under this Contract or an amendment to this Contract.

**25. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other Agency of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**26. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract shall not constitute a waiver by Agency of that or any other provision.

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

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

**Contractor**

|           |                |       |
|-----------|----------------|-------|
| By:       | Title:         | Date: |
| Printed   |                |       |
| Signature | Email Address: |       |

**Oregon Department of Education**

|            |        |       |
|------------|--------|-------|
| Authorized | Title: | Date: |
| Signature: |        |       |

**Approved for Legal Sufficiency** (Required for contracts in excess of \$100,000, unless exempt.)

|            |        |  |
|------------|--------|--|
| Authorized | Title: |  |
| Signature: |        |  |



## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **SCOPE OF WORK:**

**This Attachment A, Scope of Work shall be incorporated into the Exhibit A, Statement of Work of the resulting Contract.**

#### **Background:**

Each year an Intergovernmental Contractor whose staff are licensed and certified by the State of Oregon provide specialized Individualized Education Plan (IEP) required services to the deaf and hard of hearing students at the Oregon School for the Deaf (OSD).

#### **Purpose:**

The Contractor will provide services for specialized IEP required services to deaf and hard of hearing students at OSD for the 2009-2010 school year.

These therapeutic services enrich the experiences of deaf/hard of hearing students through the variety of services provided

#### **Specific work to be accomplished:**

The Contractor's staff currently certified by State of Oregon will provide and administer training, therapy and related services during the 2009-2010 school year to students attending the Oregon School for the Blind and the Oregon School for the Deaf. The Contractor's staff will administer the following services: Occupational Therapy, Vision Impaired Specialist, Autism Services (including training), and Speech/Language Pathology.

The Contractor's staff will provide coordinating services including, but not limited to, technical assistance, student evaluations, staff training, quarterly reports, and attend Individual Education Plan's (IEP) meetings, staff meetings and other student related functions.

The Contractor will only assign staff currently licensed and certified by the State of Oregon and will have the experience and knowledge of local school districts and their programs, working with students who are deaf and hard of hearing, visually impaired and multi-disabled.

- Autism Specialist - .2 FTE
- Speech and Language Pathologist - .2 FTE
- Occupational Therapy – 170 hours
- Vision Impaired Specialist – 30 hours

The FTE above will include the following related services:

- Providing direct and consult services in compliance with student's individual education plan (IEP).
- Performing assessments to determine eligibility for related disabilities.
- Writing quarterly progress reports
- Participating in the IEP process for students on caseload including attending meetings and generating assessments, eligibility information, and/or program goals and objectives.
- Providing staff training individual and group

The Contractor and staff will meet with the Oregon School for the Deaf management and instructional staff to create a schedule for all services described above to meet the needs of the school staffing and student enrollment for the 2009-2010 school year.

#### **DELIVERABLES AND PAYMENT SCHEDULE**

As part of their Proposal, Proposer shall provide a **TENTATIVE** list of the proposed activities, schedule with deliverables and milestones in a format similar to this table. Proposer shall propose paypoints tied to

the tasks and deliverables and indicate those paypoints and deliverables in the Schedule. Actual prices for each deliverable must be clearly identified in the Proposal. The final schedule may be adjusted based on a mutually acceptable Proposal.

| Activities | Deliverable | Date | Paypoint |
|------------|-------------|------|----------|
|            |             |      |          |
|            |             |      |          |
|            |             |      |          |
|            |             |      |          |

## EXHIBIT B

### INSURANCE REQUIREMENTS

During term of this Contract Contractor shall maintain in force at its own expense, insurance noted below:

1. ☒ **Required by Agency of contractors with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall 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.

2. ☒ **Required by Agency** ☐ **Not required by Agency.**

**Professional Liability.** This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts:

☒ Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

|   |              |
|---|--------------|
| From commencement of the Contract term to June 30, 2010:  | \$1,500,000. |
| July 1, 2010 to June 30, 2011:  | \$1,600,000. |
| July 1, 2011 to June 30, 2012:  | \$1,700,000. |
| July 1, 2012 to June 30, 2013:  | \$1,800,000. |
| July 1, 2013 to June 30, 2014:  | \$1,900,000. |
| July 1, 2014 to June 30, 2015:  | \$2,000,000. |
| July 1, 2015 and thereafter adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311). |              |

Aggregate limit for all claims per occurrence:

|   |              |
|---|--------------|
| From commencement of the Contract term to June 30, 2010:  | \$3,000,000. |
| July 1, 2010 to June 30, 2011:  | \$3,200,000. |
| July 1, 2011 to June 30, 2012:  | \$3,400,000. |
| July 1, 2012 to June 30, 2013:  | \$3,600,000. |
| July 1, 2013 to June 30, 2014:  | \$3,800,000. |
| July 1, 2014 to June 30, 2015:  | \$4,000,000. |
| July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311). |              |

3. ☒ **Required by Agency** ☐ **Not required by Agency.**

**Commercial General Liability.** This is to cover Bodily Injury, Death and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts:

**Bodily Injury/Death:**

☒ Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

|   |              |
|---|--------------|
| From commencement of the Contract term to June 30, 2010:  | \$1,500,000. |
| July 1, 2010 to June 30, 2011:  | \$1,600,000. |
| July 1, 2011 to June 30, 2012:  | \$1,700,000. |
| July 1, 2012 to June 30, 2013:  | \$1,800,000. |
| July 1, 2013 to June 30, 2014:  | \$1,900,000. |
| July 1, 2014 to June 30, 2015:  | \$2,000,000. |
| July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311). |              |

Aggregate limit for all claims per occurrence:

|   |              |
|---|--------------|
| From commencement of the Contract term to June 30, 2010:  | \$3,000,000. |
| July 1, 2010 to June 30, 2011:  | \$3,200,000. |
| July 1, 2011 to June 30, 2012:  | \$3,400,000. |
| July 1, 2012 to June 30, 2013:  | \$3,600,000. |
| July 1, 2013 to June 30, 2014:  | \$3,800,000. |
| July 1, 2014 to June 30, 2015:  | \$4,000,000. |
| July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311). |              |

**Property Damage:**

- ☒ Amounts not less than the amounts listed in the following schedule:  
Combined single limit per occurrence shall not be less than the following amounts listed in the following schedule:

|   |            |
|---|------------|
| From commencement of the Contract term to January 1, 2010:  | \$100,000. |
| From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311). |            |

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

|   |            |
|---|------------|
| From commencement of the Contract term to January 1, 2010:  | \$500,000. |
| From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311). |            |

4. ☒ **Required by Agency** ☐ **Not required by Agency.**

**Automobile Liability.** This is to cover each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Contractor shall provide proof of insurance of not less than the following amounts:

**Bodily Injury/Death:**

- ☒ Amounts not less than the amounts listed in the following schedule:  
Combined single limit per occurrence:

|  |              |
|--|--------------|
| From commencement of the Contract term to June 30, 2010: | \$1,500,000. |
| July 1, 2010 to June 30, 2011:                           | \$1,600,000. |
| July 1, 2011 to June 30, 2012:                           | \$1,700,000. |
| July 1, 2012 to June 30, 2013:                           | \$1,800,000. |
| July 1, 2013 to June 30, 2014:                           | \$1,900,000. |
| July 1, 2014 to June 30, 2015:                           | \$2,000,000. |

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).  
Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

|   |              |
|---|--------------|
| From commencement of the Contract term to June 30, 2010:  | \$3,000,000. |
| July 1, 2010 to June 30, 2011:  | \$3,200,000. |
| July 1, 2011 to June 30, 2012:  | \$3,400,000. |
| July 1, 2012 to June 30, 2013:  | \$3,600,000. |
| July 1, 2013 to June 30, 2014:  | \$3,800,000. |
| July 1, 2014 to June 30, 2015:  | \$4,000,000. |
| July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311). |              |

**Property Damage:**

- ☒ Amounts not less than the amounts listed in the following schedule:  
Combined single limit per occurrence shall not be less than the following amounts listed in the

following schedule:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

5. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of
  - i. Contractor's completion and Agency's acceptance of all Services required under this Contract, or,
  - ii. The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section 5.C.
6. **Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to **Oregon Department of Education**.
7. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to:

**Oregon Department of Education  
Attn: Lisa Kennedy  
255 Capitol ST NE  
Salem OR 97310**

prior to commencing the work. The certificate must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall pay for all deductibles, self-insured retention and self-insurance.

8. **Additional Insured.** The Commercial General Liability and Automobile Liability insurance coverages required under this Contract shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**ATTACHMENT B**  
**PROPOSED PROJECT BUDGET**

| CATEGORIES  | ESTIMATE |
|---|----------|
| <b>Personnel Services (Salaries and Benefits)</b><br><br>Project Management<br><br>Professional Staff<br><br>Clerical/Support Staff<br><br>Other (describe) _____ |          |
| <b>Materials and Supplies</b>   |          |
| <b>Travel</b>   |          |
| <b>Contracted Services (describe)</b>   |          |
| <b>Other Supplies and Services (describe)</b>   |          |
| <b>TOTAL DIRECT COSTS</b>   |          |
| <b>Administrative/Indirect Costs</b>  |          |
| <b>TOTAL PROPOSED BUDGET</b>  |          |

**ATTACHMENT C**  
**CERTIFICATION OF COSTS**

This is to confirm the work proposed by

---

for the Oregon Department of Education, and all supporting requirements identified in the Proposal will be available and delivered in accordance with the Time Schedule of this Request for Proposal.

All costs for the tasks to be performed are correct as of the date of this Proposal and are acceptable to the Proposer as a contractual obligation. The proposed costs shall remain in effect for ninety (90) days from the due date of the proposal.

It is understood the Oregon Department of Education will compare the Proposer's capability, cost and understanding of the work to be performed with those of other Proposers. Selection will be based on the criteria established in the Request for Proposal.



---

Proposer Name (**signature**)

---

Proposer Name (**printed**)

---

Proposer Title

---

Entity/Company Name

---

Address

---

Phone

---

Fax

---

Email

---

Date

ATTACHMENT D

**CERTIFICATION DENYING CONFLICT OF INTEREST**

Issuing Agency: OREGON DEPARTMENT OF EDUCATION

Request for Proposal: Therapy Support Services for the Oregon School for the Deaf

I, \_\_\_\_\_ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Proposal to be submitted by myself or the entity/company for which the Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Oregon Department of Education and disqualify my Proposal.

**"NO OFFICER, EMPLOYEE, OR AGENT OF THE PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE OREGON DEPARTMENT OF EDUCATION."**



\_\_\_\_\_  
Proposer Name (**signature**)

\_\_\_\_\_  
Proposer Name (printed)

\_\_\_\_\_  
Proposer Title (printed)

\_\_\_\_\_  
Entity/Company Name (printed)

\_\_\_\_\_  
Date

**POTENTIAL CONFLICT DECLARED: [ ] Yes [ ] No**



## ATTACHMENT E

### CURRENT REFERENCES

The Contractor shall provide **four (4)** references in accordance with SECTION 3 – MINIMUM QUALIFICATIONS, (*Subsection*) 3.2 – CURRENT REFERENCES.

|          |  |  |
|----------|--|--|
| <b>1</b> | Name of Company:                               |  |
|          | Address:                                       |  |
|          | Telephone:                                     |  |
|          | E-Mail:  |  |
|          | Contact Name                                   |  |
|          | Brief Description and Period(s) of Performance |  |

|          |  |  |
|----------|--|--|
| <b>2</b> | Name of Company:                               |  |
|          | Address:                                       |  |
|          | Telephone:                                     |  |
|          | E-Mail:  |  |
|          | Contact Name                                   |  |
|          | Brief Description and Period(s) of Performance |  |

## ATTACHMENT E

### CURRENT REFERENCES

|   |  |  |
|---|--|--|
| 3 | Name of Company:                               |  |
|   | Address:                                       |  |
|   | Telephone:                                     |  |
|   | E-Mail:  |  |
|   | Contact Name                                   |  |
|   | Brief Description and Period(s) of Performance |  |

|   |  |  |
|---|--|--|
| 4 | Name of Company:                               |  |
|   | Address:                                       |  |
|   | Telephone:                                     |  |
|   | E-Mail:  |  |
|   | Contact Name                                   |  |
|   | Brief Description and Period(s) of Performance |  |