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State of Oregon



The Oregon Department of Education (ODE)

Issues the following

REQUEST FOR PROPOSALS (RFP)

for

Response to Intervention Technical Assistance and Implementation

Date of Issuance: **May 19, 2010**

Proposals Due: **June 16, 2010 at 2:00 pm (PDT)**
At the Issuing Office
Facsimiles **will not** be accepted.
Postmarks **will not** be considered.

Issuing Office: **Oregon Department of Education,
Procurement Services
Attn: Karen Hull**
255 Capitol Street NE
Salem, Oregon 97310
Telephone 503-947-5881
Fax 503-378-8713
E-mail: karen.hull@state.or.us

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SECTION 1 – BACKGROUND/PURPOSE

1.1 BACKGROUND

This project is intended to benefit school districts interested in developing (or enhancing) their capacity to implement a process of instructional decision-making based on the Response to Intervention (RTI) model. This project will benefit those districts interested in implementing RTI throughout the schools in their district regardless of their states of readiness¹. This project will provide Technical Assistance (TA) to districts and other Qualified Entities for the 2010 -2011 and 2011- 2012 school years.

1.2 PURPOSE

Oregon has made great strides in developing professional development and TA around the implementation of Evidence Based practices for literacy in a tiered decision-making model up to and including the determination of Learning Disability (LD) eligibility using an RTI model. The resulting Contract from this solicitation will expand on those activities by broadening the scope of TA to include districts in a variety of states of readiness, and by developing district (and school) capacity to incorporate tiered models for evidence-based decision-making beyond literacy.

Primary Goals:

Maintenance and Enhancement: Thirty-two (32) districts currently being supported by the state in implementing an RTI framework across schools in their district. These districts must continue to use a scientifically-based reading program in grades K–3 and will receive TA to maintain previously taught skills as well as TA to enhance their implementation skills toward sustainability.

Introduction and Enhancement: Fifteen (15) new districts will be selected based on their demonstration of readiness to enhance their RTI decision-making (seven (7) districts the first year and eight (8) the second year of the Contract). These districts must be using a scientifically-based reading program in grades K – 3 and may have initiated some installation activities without state TA but are now interested in pursuing direct TA with the state.

Introduction and Development: Three (3) “Qualified Entities” interested in receiving TA to prepare them to provide support to districts in need of basic supports within a specific region (“Qualified Entities” may be ESDs or other educational groups/consortia that will be selected by contractor in collaboration with ODE). These Qualified Entities will be trained to provide TA to districts preparing for RTI implementation.

1.3 PROJECT BUDGET

ODE has determined disclosure of the project budget helps potential Proposers in preparing a proposal meeting the standards and expectations of the RFP. ODE states the magnitude of all requirements in terms of fixed price ranges. The disclosure of range does not mean that funding is available at the high end of the range.

This project is expected to be in price range **between \$1.5 Million and \$1.9 Million**

1.4 COMPLETION DATE

The anticipated end date for this work is **June 30, 2012**. At the option of the Agency, and upon mutual agreement by the Contractor, the Contract may be extended for two (2) additional years. Agency will provide to the Contractor written notice of intent to extend the Contract in the form of amendment. The total term of the resultant contract, including extensions, may not exceed four (4) years.

1.5 DEFINITIONS

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

1.5.1 “Addenda” means an addition to or a deletion of, a material change in, or clarification of,

¹ Readiness of districts for participation in this project may be based on scores on the District Systems Support Plan or evaluation of RTI application submitted.

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.

- 1.5.2 “Agency”** hereafter means Oregon Department of Education (ODE).
- 1.5.3 “Closing Date”** means the date and time on or before which all Proposals must be submitted
- 1.5.4 “Contract”** means the legal agreement between the Agency and the Successful Proposer.
- 1.5.5 “Contractor”** means the person or entity which is the Successful Proposer and with which Agency enters into the Contract.
- 1.5.6 “Non Responsive”** means *not having* the characteristic of substantial compliance in all material respects with the applicable solicitation requirements
- 1.5.7 “Proposal”** means a Proposal submitted in response to this RFP.
- 1.5.8 “Proposer”** means a person, organization or governmental entity that is making the Proposal.
- 1.5.9 “Responsive”** means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements
- 1.5.10 Responsive Proposal”** is defined in ORS 279B.005 and means a bid or proposal that substantially complies with the Request for Proposal and all prescribed procurement procedures and requirements
- 1.5.11 “Request for Proposal”** means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.
- 1.5.12 “RFP”** is the acronym for Request for Proposal.
- 1.5.13 “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.
- 1.5.14 “State”** hereafter means the State of Oregon.
- 1.5.15 “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.
- 1.5.16 “Successful Proposer”** means the person or firm to whom the RFP award is made.

SECTION 2 - SOLICITATION SCHEDULE & PROCESS

2.1 SCHEDULE

RFP Issued **May 19, 2010**

RFP Questions and Appeals Due by **June 9, 2010 by 2:00 pm (PDT)**

RFP Closes **June 16, 2010 by 2:00 pm (PDT)**

Response to Intervention Technical Assistance and Implementation

2.2 PROCUREMENT AUTHORITY AND METHOD

Agency is conducting this RFP pursuant to its authority under OAR 125-246-0170(2) and ORS 190.110, OAR 125-246-0365(4), "Interagency and Intergovernmental Agreements". Agency is using the Intermediate (Informal) solicitation method pursuant to OAR 125-247-0270.

2.3 AGENCY BUSINESS MANGER LISTSERVE

The RFP, including all Addenda and Attachments, shall be posted on the Oregon Department of Education's (Agency) Business Manager List Serve. Agency is not required to mail the RFP, its Addenda or Attachments. Notification of any substantive clarifications provided in response to any question will be provided and published using the Department's Business Manager List Serve.

2.4 QUESTIONS AND CLARIFICATION REQUESTS

Any Proposer may submit written questions, including requests for clarifications 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, 3rd Floor, 255 Capitol Street NE, Salem, OR 97310-0203, by **2:00 pm (PDT) on June 9, 2010**. Facsimile or electronic transmissions will be accepted. Agency responses to Proposer requests and questions will be distributed electronically through the Agency's Business Manager List Serve.

2.5 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 June 9, 2010** or by any extension made by subsequent Addenda and addressed to the Oregon Department of Education, Procurement Services, Attn: Karen L. Hull, Public Service Building, 3rd 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 distributed electronically through the Agency's Business Manager 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.

2.6 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by written Addendum, and distributed electronically through the Agency's Business Manager List Serve. Interpretations, corrections or changes to this RFP made in any other manner will not be binding on the State of Oregon.

Agency will advertise Addenda only through the Agency's Business Manager List Serve. Proposers are solely responsible for checking their e-mail regularly to determine whether an Addendum has been issued and then must download the Addendum.

Addenda are incorporated into the RFP by this reference and can be viewed and downloaded by interested Proposers. Proposers should consult their e-mail regularly until the Closing Date and Time to assure that they have not missed any Addendum or announcements. Agency is not responsible for sending any Addendum to any potential Proposer, whether requested or not.

2.7 CLOSING DATE FOR SUBMISSION OF PROPOSAL

Proposals must be received by the issuing office no later than **2:00 pm (PDT), on June 16, 2010**. Mail or deliver to: Oregon Department of Education, Procurement Services, Attn: Karen L. Hull, Contracting Officer, Public Service Building, 3rd Floor, 255 Capitol Street NE, Salem, OR 97310-0203. Please clearly designate on the envelope **"Response to Intervention Technical Assistance and Implementation"**.

Facsimile or electronic transmissions will not be considered.

2.8 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.

2.9 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.

2.10 CONFIDENTIAL OR PROPRIETARY INFORMATION

Following the award of a contract, responses to this RFP are subject to release as public information unless the response or specific information contained therein is identified as exempt from public disclosure. Proposer is advised to consult with legal counsel regarding disclosure issues.

If a Proposer believes that any portion of a Proposal contains any information that is considered a trade secret under Oregon Revised Statutes Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.410 through 102.505, each page containing such information must include the following:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.410 through 192.505."

Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Proposer is cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer is deemed to waive any future claim of non-disclosure of that information.

2.11 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.

2.12 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.

2.13 COST OF PREPARING AND SUBMITTING PROPOSALS

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

2.14 RECYCLABLE MATERIALS

Contractors shall use recyclable products to the maximum extent economically feasible in the

performance of the contract services or work set forth in this document and the subsequent contract. (ORS 279B.060 (2)(f), and ORS279B.220-279B.235)

2.15 STATEWIDE E-WASTE/RECOVERY POLICY

If applicable, Proposer must include information in its Proposal that demonstrates compliance with this policy effective January 1, 2007.

2.16 CONTRACTUAL OBLIGATION

All Proposers who submit a Proposal in response to this RFP understand and agree that 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 DESIRED CONTRACTOR AND/OR KEY PERSONS QUALIFICATIONS

Proposers must meet all minimum qualifications to be considered responsive. Proposer(s) must provide levels of specialized skill, knowledge and resources, qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment and are primary considerations in the selection process. Agency will evaluate the required minimum qualifications on a Pass/Fail basis. Failure to provide any of the information may result in rejection of the Proposal. Agency reserves the rights to determine which Proposals have met the Proposal Submission Pass/Fail Qualifications of this RFP and which are responsive.

Proposer must identify Key Persons who will perform the work, their resumes of background, experience, and expertise related to the specific work and provides evidence of previous experience in the following areas

The successful Proposer shall possess the following qualifications:

- 3.1.1** Ability to provide research-based support in the form of references and citations to current best practices in implementing RTI.
- 3.1.2.** Ability to provide significant evidence-based support for all RTI TA proposed for implementation in the form of outcomes following implementation of RTI
- 3.1.2** Ability to access university support for current findings in implementation practice of RTI, implementation experience, experience leading districts through implementation
- 3.1.3** Ability to demonstrate prior large-scale implementation experience at the district level

3.2 CURRENT REFERENCES

Proposers shall provide **four (4)** references with their Proposal. References shall be entities that have knowledge of Proposer's services similar to those required by this RFP. For each reference, state the reference legal name, address, name of the person to contact having knowledge of the work performed, telephone number, facsimile number and e-mail address if available. Proposers may not use the Agency or Agency staff as a reference. All Proposers must complete ATTACHMENT D – CURRENT REFERENCES and include in Proposal.

SECTION 4 - PROPOSAL REQUIREMENTS

4.1 GENERAL INFORMATION

Proposals must be submitted in the name of the Proposer's legal entity registered with the State of Oregon. 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 Proposal and 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 be submitted in accordance with Section 2.7 "Closing Date for Submission of Proposal". **One (1)** original and **3 (three)** copies of the **Proposal** must be submitted in accordance with Section 4 "Proposal Requirements".

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 Exhibit 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 "**Response to Intervention and Technical Assistance and Implementation**".

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, which merely offer to provide services as stated in this RFP will be considered non-responsive to this RFP.

4.2.4 Proposers shall submit resumes and other pertinent qualifications as listed in subsection 3.1 "Desired Contractor/Key Persons 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 SUBMISSIONS (GENERAL)

4.3.1 PROPOSAL FORMAT:

Proposer should describe in detail how it will meet the requirements of this RFP and may provide additional related information with its Proposal. The Proposal should be presented in a format that corresponds to, and references, the sections contained in the specifications or statement of

services and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.

Proposals should be straightforward and concise and provide “layman” explanations of technical terms that are used. Emphasis should be focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, Proposer must provide such documentation with the Proposal indicating where the supplemental information can be found. Proposals that merely offer to provide supplies and/or services as stated in this RFP may be considered non-responsive and may not be considered for further evaluation.

4.4 PROPOSAL EXPIRATION

The submitted Proposal and costs shall remain in effect for ninety (90) days after the Closing Date or until a contract is awarded, whichever comes first.

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 (200 Points)

5.2.1 The competence and experience of Proposers is essential to the successful completion of the project. Qualifications of professional personnel will be judged on the basis of education and experience with particular reference to experience on projects of similar magnitude. **(50 points)**

5.2.2 Proposal should refer to Technical Knowledge and Skills with regard to Response to Intervention (RTI) addressing the following points, with examples:

- 1) Acquired comprehensive knowledge, skills, and abilities related to the science and practice of RTI (50 points).**
 - Ability to direct implementers to appropriate resources (websites, articles, etc) related to the scientific-base of RTI
- 2) Proven ability to communicate linkages with other individuals working on RTI, representatives of the Oregon Department of Education, district-level implementers and other stakeholders (50 points).**
 - Ability to make research-based practices accessible to a variety of implementers (including teachers, principals, policy makers, families, etc) through verbal and written communications
 - Ability to discuss school and district-level implementation and outcome data

- 3) Previous service in a leadership capacity for the implementation of RTI **(50 Points)**.
- Proven ability to garner support for innovations from a variety of implementers and stakeholders (including teachers, principals, policy makers, families, etc)

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 thirty (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 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
- Statement of Work
- Deliverables

SECTION 6 – ADDITIONAL INFORMATION

6.1 GOVERNMENTAL ENTITIES

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers, however, Agency will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies, submitting Proposals must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, Agency reserves the right to enter into an ORS Chapter 190 agreement with any government body for the services or work. Alternatively, Agency reserves the right to cancel this RFP if it would be in the public interest as determined by Agency, and enter into an ORS Chapter 190 agreement with a government body.

6.2 OWNERSHIP OF MATERIALS

All materials submitted in response to this RFP become the property of Agency. Proposals and supporting materials will not be returned to Proposer unless the Proposal is submitted late.

6.3 COST AND DAMAGES

In accordance with ORS 279B.100, any solicitation or procurement described in a solicitation may be delayed, suspended or canceled and any or all bids or proposals may be rejected in whole or in part, when the delay, suspension, cancellation or rejection is in the best interest of the contracting agency as determined by the contracting agency. A contracting agency is not liable to any bidder or Proposer for any loss or expense caused by or resulting from the delay, suspension, cancellation, or rejection of a solicitation, bid, proposal or award.

6.4 CANCELLATION AND/OR REJECTION OF PROPOSALS

Agency reserves the right to reject any or all Proposals in-whole or in-part, and reserves the right to cancel this RFP at any time when the rejection or cancellation is in the best interest of the State as determined by the Agency. Agency is not liable to any Proposer for any loss or expense caused by or resulting from the rejection or cancellation of a RFP, Proposal, or award. All Proposals will become part of the public file without obligation to Agency.

6.5 RESERVATION OF AGENCY RIGHTS

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

- 6.5.1** Amend or cancel this RFP without liability if it is in the best interest of the public to do so;
- 6.5.2** Reject any and all Proposals upon finding that it is in the best interest of the public to do so;
- 6.5.3** 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;
- 6.5.4** Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- 6.5.5** Reject any Proposal that fails to comply with the prescribed criminal history checks,
- 6.5.6** 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;
- 6.5.7** Amend any Contract that is a result of this RFP;
- 6.5.8** Engage other contractors by selection or procurement independent of this RFP process and any contracts/agreements under it;
- 6.5.9** 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;
- 6.5.10** 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.

6.6 ACCEPTANCE AND APPROVAL

6.6.1 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.

6.6.2 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.

6.6.3 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.

6.7 CONTRACT ADMENDMENTS

6.7.1 Anticipated Amendments: Agency has determined that during the term of the resulting contract, the parties may need to modify selected terms, conditions, price(s) and types of services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

6.7.1.1 Amendment to extend the term of the Contract

6.7.1.2 Amendment to add compensation as a result of extending the Contract term

6.7.2 Unanticipated Amendments: Except for these Anticipated Amendments, any and all other amendments shall be deemed unanticipated. Reasons for such unanticipated amendments may include, but not limited:

6.7.1 Amendments to change the type or processes of the work or deliverables described in the Statement of Work;

6.7.2 Amendments required as a result of changes in applicable federal and state law or the State's, or Agency's business processes that may restructure Agency or Agency's requirements related to the Statement of Work;

6.7.3 Amendments to add or otherwise clarify work within the Statement of Work of the Contract

6.7.4 Amendments to delete Work or Deliverables from the Statement of Work;

6.7.5 Amendments to increase or decrease compensation under the resulting contract based on changes to the Work or Deliverables; and

All amendments must be in writing and signed by all approving parties before becoming effective. Only Agency has the final authority to execute all changes, notices or amendments to a resulting contract pursuant to OAR 125-246-0560.

6.8 AMENDMENT PROCESS

Should amendment(s) to the resulting contract become necessary, the parties will need to comply with Oregon's Public Contracting Rules and Agency's internal procurement and contracting policies. The Amendment process may take eight (8) to twelve (12) weeks for completion. All amendments must be in writing and signed by all approving parties before becoming effective.

SECTION 7 – GENERAL TERMS AND CONDITIONS

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

This Intergovernmental Contract for Professional Services (the "Contract") is between the State of Oregon, acting by and through its Department of Education, hereafter called **Agency**, and _____, hereafter called **Contractor**.

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 **June 30, 2012**, 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. Quarterly 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 _____ 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,
- Response to Intervention Technical Assistance and Implementation

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 ten (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 thirty (30) days' notice to Agency if Agency fails to pay Contractor pursuant to the terms of this Contract and Agency fails to cure within thirty (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.

a. **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 the Contract:

- (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - (iii) Americans with Disabilities Act of 1990, as amended;
 - (iv) Executive Order 11246, as amended;
 - (v) Health Insurance Portability and Accountability Act of 1996;
 - (vi) Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - (vii) 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 they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 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(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

b. **FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone and upon completion of the Work it shall destroy the records. Contractor shall comply with all applicable statutes and rules related to FERPA and education records.

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 permitted by applicable statutes and administrative rules. Additionally, for Anticipated Amendments (as defined in OAR 125-246-0560(3)(A)) Agency may amend this Contract i) to the extent provided in the solicitation document, if any, from which this Contract arose.

Contractor and Agency may amend, modify, supplement or otherwise change this Contract and any of the Exhibits hereto only by a written Amendment that both Agency and Contractor have signed and that Agency or its designee and DOJ, if applicable law so requires, have approved. When the Parties change terms or conditions in this Contract or any costs or pricing associated with this Contract, other than costs incurred by reason of Agency's or its agents' failure to perform its or their responsibilities under this Contract, the Parties shall do so via an Amendment. Any Amendment that provides for additional Work may provide only for Work directly related to the scope of work described in the RFP, and no Amendment shall be effective until the Parties have obtained all requisite signatures and approvals.

At such time as either Party proposes any such Amendment, and to the extent necessary, Agency and Contractor shall negotiate to finalize the terms of and costs, if any, associated with the Amendment and upon mutual agreement shall reduce those terms and costs to writing. Unless this Contract provides otherwise, the Parties shall in their negotiations take account of current market conditions and prices for the Work to be provided under any Amendment. Any Amendment shall be subject to the terms and conditions of this Contract except to the extent that the Parties mutually and specifically agree in an Amendment to alter a term or condition of this Contract.

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.

The Agency reserves the right to amend the Contract unilaterally to correct minor clerical errors or administrative matters that are not related to price, delivery, or other terms and conditions.

The Agency reserves the right to amend the Contract for the Anticipated Amendments and Unanticipated Amendment, listed below, in accordance with the rules of OAR 125-246-0560.

Anticipated Amendments may include amendments to:

- (a) Amendment to extend the term of the Contract
- (b) Amendment to add compensation as a result of extending the Contract term

Unanticipated Amendments may include, but not limited to:

- (a) Amendments to change the type or processes of the work or deliverables described in the Statement of Work;
- (b) Amendments required as a result of changes in applicable federal and State law or the State's, or Agency's business processes that may restructure Agency or Agency's requirements related to the Statement of Work;
- (c) Amendments to add or otherwise clarify work within the Statement of Work of the Contract

- (d) Amendments to delete Work or Deliverables from the Statement of Work;
- (e) Amendments to increase or decrease compensation under the resulting contract based on changes to the Work or Deliverables

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.

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

Contractor

By:	Title:	Date:
Printed	Email Address:	
Signature		

Oregon Department of Education

Authorized	Title:	Date:
Signature:		

Approved for Legal Sufficiency (Required for Contracts in excess of \$150,000, unless exempt)

Authorized	Title:	Date
Signature:		

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK:

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

Background: This project is intended to benefit school districts interested in developing (or enhancing) their capacity to implement a process of instructional decision-making based on the Response to Intervention (RTI) model. This project will benefit those districts interested in implementing RTI throughout the schools in their district regardless of their states of readiness. This project will provide Technical Assistance (TA) to districts and other Qualified Entities for the 2010 -2011 and 2011- 2012 school years.

Purpose: Oregon has made great strides in developing professional development and TA around the implementation of Evidence Based practices for literacy in a tiered decision-making model up to and including the determination of Learning Disability (LD) eligibility using an RTI model. This Contract will expand on those activities by broadening the scope of TA to include districts in a variety of states of readiness, and by developing district (and school) capacity to incorporate tiered models for evidence-based decision-making beyond literacy.

Primary Goals:

Maintenance and Enhancement: Thirty-two (32) districts currently being supported by the state in implementing an RTI framework across schools in their district. These districts must continue to use a scientifically-based reading program in grades K–3 and will receive TA to maintain previously taught skills as well as TA to enhance their implementation skills toward sustainability.

Introduction and Enhancement: Fifteen (15) new districts will be selected based on their demonstration of readiness to enhance their RTI decision-making (seven (7) districts the first year and eight (8) the second year of the Contract). These districts must be using a scientifically-based reading program in grades K – 3 and may have initiated some installation activities without state TA but are now interested in pursuing direct TA with the state.

Introduction and Development: Three (3) “Qualified Entities” interested in receiving TA to prepare them to provide support to districts in need of basic supports within a specific region (“Qualified Entities” may be Education Service Districts (ESDs) or other educational groups/consortia that would be selected by Contractor in collaboration with Agency). These Qualified Entities will be trained to provide TA to districts preparing for RTI implementation.

I. SPECIFIC WORK TO BE ACCOMPLISHED:

The Contractor will work in collaboration with other leadership groups and agencies as directed by the Agency (e.g. English Language Learners (ELL) leadership and policy, State Implementation and Scaling-up of Evidence-based Practices (SISEP), K-12 Literacy Framework, Effective Behavioral and Instructional Support Systems (EBISS), Higher Ed etc.) toward a model of academic responsiveness (beyond literacy only) up to and including refinement of a framework for determining Learning Disabilities through an RTI approach.

Contractor activities:

1. Contractor shall provide or cause to be provided, during the time period specified in Paragraph 3 below, “Response to Intervention” (RTI) training services, as that term is defined in the Individuals with Disabilities Education Improvement Act (IDEA 2004), to qualifying districts as more particularly described herein. In addition to the requirements of Paragraph 6 below, to the extent the Contractor sub-contracts out all or a substantial part of the Work to a subcontractor, with prior written notification to Agency, the form of the agreement utilized by the Contractor, as well as the completed and signed agreement with any such subcontractor, must be reviewed and approved by the Agency.

2. Contractor shall perform all RTI services under this Contract, whether provided directly by the Contractor or provided through subcontractor(s) for the Contractor, in compliance with all applicable federal and State of Oregon statutes and regulations pertaining to RTI, including but not limited to IDEA 2004 and related administrative rules adopted by the Oregon State Board of Education and/or the Agency, and all other applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules, requirements and directives.
3. Contractor shall assure the required RTI services are available for the fifteen (15) chosen districts (Cadres #5 and #6) over two (2) years and continued technical assistance via coordinated conferences, site visits, web-trainings, or district level professional development to the thirty-two (32) sustaining districts (Cadres #1, # 2, #3, # 4, and #5) during the 2010-2011 and 2011-2012 school years for July 01, 2010 through June 30, 2012.
4. The Contractor shall submit a written RTI Implementation and Delivery Plan by October 15, 2010, developed with input/collaboration from other leadership groups and agencies (as directed by the Agency) such as PBS Initiative providers, State Implementation and Scaling up of Evidence Based Practices; EBISS initiative toward a model of academic responsiveness up to and/or including refinement of a framework for determining Learning Disabilities through RTI.

The RTI Implementation and Delivery Plan shall include:

- a. A written descriptions of the principles of RTI including reference to determining eligibility for Special Education based on a Learning Disability (LD) using RTI
 - b. Written description of the general methods of delivery of technical assistance
 - c. A written description of the process of selecting participants for levels of assistance by indicated need
 - d. A written description of a long-term plan of statewide implementation by regional zone including entry process and exit criteria
5. The Contractor shall submit a written RTI Multi-District Action Plan by October 15, 2010, based on the RTI needs demonstrated by each participating district and ESD via application, District Systems Support Plan (DSSP), or Action plan. The Agency will submit any required edits on the RTI Multi-District Plan to the Contractor by November 15, 2010.

The RTI Multi-District Plan shall include:

- a. A copy of the Contractor budget showing all applicable administration details, as well as the detail of the rental line items in the Service Area by office space rental and subsequent budget narrative.
- b. A copy of each Agency approved subcontract showing the budget and assurances that the subcontractor agrees meet the requirements of applicable State of Oregon and federal statutes, regulations, and guidelines (including IDEA 2004, ORS 343.065 and related administrative rules adopted by the State Board of Education and/or the Agency); each approved subcontract must include a summary of all sources of funding, other than the funding provided under this Contract.
- c. A written description of the organizational structure(s) for RTI services in the project, including how required services will be provided to participating districts.
- d. A listing of any applicable, signed interagency agreements pertaining to the services to be provided under this Contract including dates of agreement. Make available to the Agency the actual agreement upon request.
- e. A written description of the tracking system and data collected to ensure participating schools are making progress in implementing RTI within a reasonable amount of time.
- f. A report of the measures of implementation and outcome used in each school, district, or ESD. Such report is to include information on how often the schools/districts are assessed, the

number of staff and students which will be included in the assessment, and how many of the schools/districts participate in each form of assessment.

- g. A written description of the technical assistance and in-service training to be provided for staff, by district, including program improvement goals, program effectiveness measures, and in-service training targeted at administrators, teachers, and support personnel.
 - h. A written description of how the Contractor or designated coordinator communicates and interacts with the designated administrator and RTI Teams in each Cadre including, but not limited to the following: how input is obtained on program improvement, services coordination, long range planning, and changes in subcontractors or services.
 - i. A written description of the method to be used by the Contractor for monitoring subcontractors to assure compliance with the Contract, and fidelity to the implementation plan and subcontract requirements as well as appropriate expenditure of subcontract funds.
 - j. A copy of the Contractor's year-round calendar detailing contract activities for each program service year of the Contract.
 - k. A written description of the technical assistance and training materials to be developed
6. The Contractor shall employ or designate a Coordinator for this Contract who will:
- a. Act as a liaison for the Contractor to the Agency for communication and coordination regarding RTI matters including any dispersion of sub-grants to participating districts and ESDs
 - b. Submit required reports as requested.
 - c. Participate as the Contractor's designated staff at meetings and other activities called by the Agency.
 - d. Disseminate information and maintain communication with all subcontractor personnel, and participating districts.
 - e. Provide overall coordination of RTI services in the participating districts including subcontracted programs and services.
 - f. Assist participating districts to implement data system(s) to track progress of individual schools served by the RTI team and for the purpose of making program decisions about each school.
 - g. Ensure programs use an implementation measure(s) at least bi-annually as well as one (1) or more outcome measure(s) (e.g., reading scores, numbers of referrals for special education for learning disabilities) annually. Contractor will ensure subcontractors and program providers receive appropriate training in these measures. Contractor and subcontractors shall report the bi-annual results to the Agency upon request.
 - h. Provide the necessary materials to schools/districts receiving RTI services per this Contract, including, but not limited to, forms for RTI procedures and continuous progress monitoring.
7. The Coordinator shall maintain an inventory of capital equipment purchased by the Contractor with Agency funds under this Contract, and assure the Agency that each subcontractor shall maintain an inventory of capital equipment purchased under this Contract. Such equipment is considered property of the State of Oregon.
8. With Agency participation the Contractor shall manage and oversee the selection of new participants (districts and ESDs).
9. Develop web-based platform for sharing universally available RTI materials for districts not selected in either a current or prior cadre. Materials and resources for districts interested in becoming involved in future cadres and for districts seeking more information on basic RTI readiness.

10. Collaborate with other leadership initiative agencies by providing membership on the Coaches Task force and on Oregon's Scaling-Up Regional Implementation Team.

II. CONTRACT EXTENSION

At the option of the Agency, and upon mutual agreement by the Contractor, the Contract may be extended for two (2) additional years. Agency will provide to the Contractor written notice of intent to extend the Contract in the form of an amendment to this Contract. The total term of the Contract, including extensions, may not exceed four (4) years.

III. SPECIFIC SERVICE/PROGRAM REQUIREMENTS

1. The Contractor or designated Coordinator shall administer a system of direct services for RTI implementation, which will be performed directly by the Contractor or through approved subcontracts, for designated school districts within each Cadre.
2. RTI services provided directly by the Contractor or through a subcontractor(s) shall meet all applicable requirements of IDEA 2004, ORS 343.065 and administrative rules adopted by the State Board of Education and/or the Agency related to these services.

IV. SUBCONTRACTS/STAFFING

1. In addition to the provisions of Section VI of the Statement of Work, if Contractor desires to use subcontractors, Contractor must notify and obtain written agreement from Agency. Contractor shall require all subcontractors to meet all applicable requirements for RTI services as described in this Contract and shall include requirements for reporting, fiscal accountability, budgeting and approved expenditures including direct services and indirect expenses, and program evaluation.
2. If a subcontractor is found to be out of compliance with State of Oregon or federal statutes, regulations and/or guidelines, and fails to correct the identified deficiencies as directed, this will constitute a material breach of Contractor's covenants and obligations made under this Contract. The Agency may terminate this Contract with Contractor and pursue any or all remedies described in the Contract.
3. Subject to the provisions of Section III of the Statement of Work, the Contractor may subcontract for RTI services with ESDs, local school districts, and other public agencies meeting standards established by the Agency. All applicable State of Oregon and federal statutes, regulations, and guidelines apply.
4. Contractor shall establish and implement a system to monitor provisions of all subcontracts and the subcontractor's compliance to ensure coordination of their RTI activities.
5. For purposes of fulfilling its contractual duties, Contractor shall employ staff that shall at all times have the appropriate certifications, classifications and or licenses appropriate for their profession.

V. REPORTING REQUIREMENTS

1. Contractor shall provide written reports to the Agency in accordance with the Contract. Such reporting may include but is not limited to:
 - a. Regular reports of school, district, or ESD fidelity and implementation data for the purpose of program monitoring and evaluation and legislative accountability.
 - b. RTI Project Plan, including the budget for administration and RTI services.
 - c. Expenditure reports (quarterly reports and a final report) or as required by State of Oregon or federal statutes, regulations, and/or guidelines.
 - d. Information, reasonably requested by the Agency, for the purpose of developing the annual contract, biennial legislative budget preparation, or legislative emergency board actions.

VI. FISCAL RESPONSIBILITY

1. Subject to the provisions of Section III of the Statement of Work and the other relevant provisions of this Exhibit, Contractor shall arrange subcontracts with RTI providers as necessary for the provision of RTI services in the participating districts.
2. The Contractor shall invoice quarterly for payments per the Exhibit A, Deliverables and Payment Schedule.
3. The Contractor shall provide payment to subcontractors using the same method described in this Contract, except when other arrangements have been agreed to and approved by the Agency.

VII. EVALUATION

The Contractor shall provide assurances and/or fidelity data to demonstrate that programs provided by RTI subcontractors to designated school districts within Cadres are evaluated using procedures prescribed by the Agency and the evaluation results are reported using a prescribed format developed by the Agency.

VIII. AUDITS

The Agency reserves the right to perform on-site audits of financial, statistical, and other records relating to this Contract. This audit right includes review of expenditures under this Contract and any subcontracts entered into by the Contractor. Contractor agrees to cooperate with any such audits, and will make available all documents required by Agency to conduct such audits.

IX. UTILIZATION

The Agency reserves the right to monitor the active schools served by the Contractor or its subcontractors.

X. DELIVERABLES

The Contractor shall:

1. Provide Effective Support Team (EST) and District training. An EST is composed of building-level administrators, teachers, and appropriate support staff and a District is composed of appropriate district-level administrators. Training shall occur for fifteen (15) districts. These “emerging” districts must: (a) have all elementary school buildings in the district participating, and (b) use a scientifically-based reading program in grades 1-3.
2. Provide technical assistance and guidance materials to the fifteen (15) school districts. The training shall include session agendas, presentation materials, and handouts on the following topics: Learning Disability identification issues; the components of an RTI approach; screening tools and strategies; team development; effective interventions and progress monitoring; special issues: English language learners, adolescents; evaluation reporting. For each of the districts this shall consist of, but not limited to:
 - a) Mini-conferences four (4) days
 - b) Site visits two (2) days per district
 - c) Professional Development (district Level)
 - d) On-going technical assistance and consultation
3. Provide continued support to the thirty-two (32) districts that participated in the 2005-2010 Oregon-RTI Initiative. For each district this will consist of:
 - a. A mini-conference (three (3) days)
 - b. Site visits (one (1) day mandatory, one (1) day optional)
 - c. Professional development (at the district level)
 - d. On-going technical assistance and consultation

Activities	Due Dates
<p>The Contractor shall submit a written RTI Implementation and Delivery Plan</p> <ul style="list-style-type: none"> a. A written descriptions of the principles of RTI including reference to determining eligibility for Special Education based on a Learning Disability (LD) using RTI b. Written description of the general methods of delivery of technical assistance c. A written description of the process of selecting participants for levels of assistance by indicated need d. A written description of a long-term plan of statewide implementation by regional zone including entry process and exit criteria 	October 15, 2010
<p>Provide RTI Multi-District Plan to Agency to include:</p> <ul style="list-style-type: none"> a. budget showing all applicable administration details b. written description of the organizational structure(s) for RTI services in the project c. agreements pertaining to the services to be provided d. written description of the tracking system and data collected in the system e. report of the measures of implementation and outcome used in each school, district, or ESD f. written description of the technical assistance and in-service training to be provided for staff g. description of how the Contractor or designated coordinator communicates and interacts with the designated administrator and RTI Teams in each Cadre h. written description of the method to be used by the Contractor for monitoring subcontractors i. of the Contractor's year-round calendar detailing contract activities j. written description of the technical assistance and training materials to be developed 	December 1, 2010
<p>Provide tracking data regarding school/district implementation of RTI to Agency bi-annually.</p>	<p>March 1, 2011 July 30, 2011</p>
<p>Provide outcome data regarding outcomes related to the implementation of RTI to Agency annually.</p>	End of 2010-2011 school year
<p>Provide training and technical assistance at Regional Site to other school districts participating in Or RTI Initiative.</p>	Beginning August 2010 and continuing through 2010-2011 school year
<p>Provide Team and District trainings for fifteen (15) new districts and thirty-two (32) sustaining districts.</p>	Beginning August 2010 and continuing through 2010-2011 school year
<p>Provide technical assistance and guidance for fifteen (15) new districts and thirty-two (32) sustaining districts.</p>	Beginning August 2010 and continuing through 2010-2011 school year

Details on Deliverables	Outcomes
<p>Sustain current thirty-two (32) districts:</p> <ol style="list-style-type: none"> 1. Provide support to districts to collect fidelity of implementation data by school. 2. Conduct three (3), 1-day mini conferences, for Cadres #1, #2, #3, #4 districts provide three (3) site visits for technical assistance and guidance 3. Disperse funds to districts as they meet requirements of contract. 	<ol style="list-style-type: none"> 1. Fidelity data (review progress monitoring data for all students referred for evaluation in 2008-2010) 2. & 3. Completed trainings with copies of agendas and training plans.
<p>Start new districts:</p> <ol style="list-style-type: none"> 1. Conduct selection process. Offer participation to fifteen (15) new districts seven (7) in the first year of the district eight (8) in the second year of the district. 2. Conduct needs assessment for districts and provide 2-4 days of conferences for participating districts based on need. 3. Provide three (3) days of site visits per district. 4. Consult and assist districts in development of implementation plan. 5. Disperse funds to districts as they meet requirements of contract. 	<ol style="list-style-type: none"> 1. Revise application process; and application review process; confer with Agency on revisions in selection process. 2. Participate in selections. 3. Conduct described training based on revised training modules. 4. Confer with school districts and manage funds. 5. Prepare new districts for Fidelity checks (review progress monitoring data for all students referred for evaluation in 2009-2010).
<p>Build Regional Oregon-RTI Center:</p> <ol style="list-style-type: none"> 1. Train three (3) new ESD to staff to provide training and technical assistance to other school districts participating in the RTI project <ol style="list-style-type: none"> a. Contractor's project staff shall coordinate with ESD project staff and provide training and technical assistance to any designated ESD 2. Co-host with ESDs two (2) one-day mini conferences 3. Provide support (through training, phone and email technical assistance, and on-site technical assistance) ESD project staff with providing technical assistance and on-site trainings to local districts interested in gaining momentum on RTI 4. Provide support (through training, phone and email technical assistance, and on-site technical assistance) 	
<p>Provide model demonstration sites for elementary, middle, and high schools in which other districts can visit:</p> <ol style="list-style-type: none"> 1. Select schools and provide additional time and staff development so each school can provide expert models of RTI/ Effective Behavior and Instructional Support (EBIS.) 2. Allow increased and regular access for observation purposes. 	<ol style="list-style-type: none"> 1. Work with identified Contractor schools to refine processes and scheduling to allow maximum access and minimum disruption. 2. Allow for up to four (4) visitation days per school.

Details on Deliverables	Outcomes
Provide general technical assistance to Agency, non-RTI Initiative Districts by: <ol style="list-style-type: none"> 1. Enhance and RTI Project Website <ol style="list-style-type: none"> a. Stream DVDs b. Blog c. Pilot webinars 2. Provide four (4) days of training and/or technical assistance for: <ol style="list-style-type: none"> d. Example would include presenting at ODE/COSA Fall Conference and/or quarterly conference presentations 	<ol style="list-style-type: none"> 1. Website 2. Attendance at meetings and conferences
Develop and/or refine the RTI database for districts to enter data: <ol style="list-style-type: none"> 1. Refine and troubleshoot database, 2. Provide access and training to project districts 	<ol style="list-style-type: none"> 1. Database

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

REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods.

Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

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:

☒ 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 twenty-four (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 Exhibit B, Section 5.
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 thirty (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: Karen L Hull
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 A

BUDGET FORM

Prices must include all personnel costs, materials and supplies, travel, administrative and indirect costs, and any other costs associated with the provision of the services under the resultant contract. (It is at the option of the Proposer to use this budget form or to use Proposer's own budget form.)

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

ATTACHMENT B
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 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

Federal ID Number

Address

Phone

Fax

Email

Date

ATTACHMENT C

CERTIFICATION DENYING CONFLICT OF INTEREST

Issuing Agency: OREGON DEPARTMENT OF EDUCATION

Request for Proposal: Response to Intervention Technical Assistance and Implementation

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 D

CURRENT REFERENCES

The Contractor shall provide **four (4)** references in accordance with Section 3 – MINIMUM QUALIFICATIONS, (*Subsection*) 3.5 – CURRENT REFERENCES.

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

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

ATTACHMENT D (cont.)**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	