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State of Oregon



The Oregon Department of Education (ODE)

Issues the following

REQUEST FOR PROPOSALS (RFP)

for

2012 - 2013 Writing Assessment Support

Date of Issuance: January 26, 2012

Proposals Due: February 27, 2012 at 2:00 pm (PST)
At the Issuing Office
Facsimiles **will not** be accepted.
Postmarks **will not** be considered.

Issuing Office: Oregon Department of Education,
Procurement Services
Single Point of Contact: 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 – GENERAL INFORMATION

The State of Oregon, acting by and through its Oregon Department of Education (ODE), Office of Finance and Administration, Procurement Services Unit issues this Request for Proposal (RFP) on behalf of the Office of Assessment and Information Services (OAIS) in seeking a qualified Education Service District to act as “lead contractor” providing Statewide Writing Assessment support and score site administration.

1.1 PROJECT OVERVIEW

1.1.1 BACKGROUND

The Office of Assessment and Information Services (OAIS) currently contracts with three (3) Educational Service Districts (ESD) as “lead” contractors providing regional assessment support, data corrections, technical assistance for electronic English Language Proficiency Assessment (ELPA) and Oregon Assessment Knowledge System (OAKS) testing, training on assessment/reporting procedures, data collection support, test record management and administration of the score sites which score the Statewide Writing Assessment. These three (3) lead ESDs also sub-contract with other ESDs that serve given regions for writing score site implementation. These three (3) contracts will end June 30, 2012.

1.1.2 PURPOSE

The Office of Assessment and Information Services (OAIS) intent is to enter into one (1) contract with an Educational Service District (ESD) to act as “lead” contractor to provide Statewide Writing Assessment support and score site administration. This ESD will have the option to sub-contract with other ESDs that serve given regions.

1.2 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.

This project is expected to be in price range **between \$450,000 and \$500,000**. The disclosure of range does not mean that funding is available at the high end of the range.

1.3 COMPLETION DATE

The resultant Contract is anticipated to end June 30 2013 with the Agency’s option and upon mutual agreement between the parties extend the term of the Contract for up to five (5) extension periods of one (1) year each, provided that Agency so notifies Contractor at least sixty (60) calendar days before expiration of the Contract. The total term of the resultant Contract, including extensions, may not exceed six (6) years or beyond June 30, 2018. Pricing for subsequent terms will be negotiated based on the then currently needed deliverables and associated costs.

1.4 SINGLE POINT OF CONTACT

All questions or protest about the technical requirements of this RFP, contractual requirements, or the procurement process must be directed to the person identified as the Single Point of Contact on the cover page of this RFP.

1.5 SCHEDULE OF EVENTS

RFP Issued	January 26, 2012
RFP Questions and Appeals Due by	February 13, 2012 by 2:00 pm (PST)
RFP Closes	February 27, 2012 by 2:00 pm (PST)

1.6 DEFINITIONS OF TERMS

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

- 1.6.1 **"Addenda"** means an addition to or a deletion of, a material change in, or clarification of, the RFP. Addenda shall be labeled as such, issued by Agency, and shall be made available to all interested Proposers as set forth in this RFP.
- 1.6.2 **"Agency"** hereafter means Oregon Department of Education (ODE).
- 1.6.3 **"Closing Date"** means the date and time on or before which all Proposals must be submitted
- 1.6.4 **"Contract"** means the legal agreement between the Agency and the Successful Proposer.
- 1.6.5 **"Contractor"** means the Successful Proposer with whom the Agency enters into Contract with.
- 1.6.6 **"Education Service District"** means a district created under ORS 335.010 that provides regional educational services to component school districts.
- 1.6.7 **"Non Responsive"** means not having the characteristic of substantial compliance in all material respects with the applicable RFP requirements
- 1.6.8 **"OAR"** means the Oregon Administrative Rules.
- 1.6.9 **"ORS"** means the Oregon Revised Statutes.
- 1.6.10 **"Proposal"** means a written response to a RFP.
- 1.6.11 **"Proposer"** means a person, organization or governmental entity that is making the Proposal.
- 1.6.12 **"Responsive"** means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements
- 1.6.13 **"Responsive Proposal"** is defined in ORS 279B.005 means a Proposal that substantially complies with the Request for Proposal and all prescribed procurement procedures and requirements
- 1.6.14 **"Request for Proposal"** means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.
- 1.6.15 **"RFP"** is the acronym for Request for Proposal.
- 1.6.16 **"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 Proposals.
- 1.6.17 **"State"** hereafter means the State of Oregon.
- 1.6.18 **"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.

1.6.19 “Successful Proposer” for the purposes of this RFP means the Education Service District to whom the Contract award is made.

SECTION 2 - RFP PROCESS

2.1 GOVERNMENTAL ENTITIES

Government entities subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers, however, Agency will review Proposals from governmental entities according to the same evaluation criteria described in this RFP. Government entities, submitting Proposals must comply with all applicable Proposal requirements described in this RFP. Agency reserves the right to cancel this RFP if it would be in the public interest as determined by Agency.

2.2 PROCUREMENT AUTHORITY

Agency is conducting this RFP pursuant to its authority under OAR 125-246-0170(2) and ORS190.110, OAR 125-246-0365(4), “Interagency and Intergovernmental Agreements”.

2.3 PROCUREMENT METHOD

The Agency intends to use a one-step Competitive Sealed Proposal method, according to ORS 279B.060 or OAR 125-247-0260. Agency reserves the right, based upon evaluation of Proposals, to conduct discussions and negotiations.

2.4 BUSINESS MANAGER LISTSERVE

The RFP, including all Addenda and Attachments, shall be provided electronically via e-mail addressed to the Oregon Department of Education’s (Agency) Business Manager List Serve. Agency is not required to mail the RFP, its Addenda or Attachments. If a hard copy of the RFP is requested, Agency will mail the hard copy or provide electronically through e-mail to a prospective Proposer

Notification of any substantive clarifications provided in response to any question will be provided and issued electronically through the Business Manager List Serve.

2.5 REQUESTS FOR CLARIFICATIONS AND QUESTIONS

2.5.1 PROPOSER CLARIFICATION/QUESTIONS

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or scope of the services must be submitted, in writing, to the Single Point of Contact identified on the cover page of this RFP (mail, fax or email are acceptable) by the deadline identified in subsection 1.5. Telephone questions will not be accepted or considered.

Requests must:

1. Identify the Proposer’s name and be signed by the Proposer’s authorized representative;
2. Clearly reference this RFP, “2012 – 2013 Writing Assessment Support”;
3. Refer to the specific RFP section and subsection number, the page number and quote the passage being questioned; and,
4. Be received as described above by the deadline identified in the Schedule of Events, subsection 1.5.

Any interpretation, correction or change to this RFP will be made by written addendum and will be posted on the ORPIN system. 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.

2.6 RFP PROTESTS

2.6.1 RFP PROTEST SUBMITTALS:

This is the Proposer's only opportunity to protest the provisions of this RFP, including but not limited to the RFP process, specifications/Scope of Work requirements and contract terms and conditions. A written appeal or request for change of provisions, specifications, or contract terms and conditions must be submitted to the Single Point of Contact as specified on the RFP coversheet by **2:00 pm (PST) on February 13, 2012**. Facsimile and e-mailed transmissions will be accepted.

Protests must include:

1. The identity of the Proposer;
2. Clearly reference this RFP, "2012 – 2013 Writing Assessment Support"
3. Reason for the RFP protest;
4. Proposed changes to the RFP provisions, Scope of Work or the Contract Terms and Conditions; and,
5. All required information as described in ORS 279B.405(4)

The Agency will address all timely submitted protests within a reasonable time following Agency's receipt of the protest and will issue a written decision to the Proposer who submitted the protest. Protests that do not include the required information may not be considered by Agency. Agency will not consider any protest received after this deadline.

2.6.2 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by written Addendum, and sent electronically via e-mail to 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 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 Single Point of Contact as identified on the RFP cover sheet by mail or delivered to: Oregon Department of Education, Procurement Services, Public Service Building, 3rd Floor, 255 Capitol Street NE, Salem, OR 97310 no later than **2:00 pm (PST), on February 27, 2012**. Facsimile or e-mailed transmissions will not be considered.

SECTION 3 - INSTRUCTIONS TO PROPOSER

3.1 ACCEPTANCE PERIOD FOR SUBMISSION OF PROPOSAL

Unless otherwise specified herein, Proposals are firm offers for a period of ninety (90) calendar days from the RFP's Closing Date and Time.

3.2 PROPOSAL SUBMISSIONS (GENERAL)

3.2.1 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 services as stated in this RFP may be considered non-responsive and may not be considered for further evaluation.

Proposals must be submitted in the name of the legal entity registered with the State of Oregon, Corporations Division, to do business in the State of Oregon or an independent contractor. Proposals must be submitted using white paper, only 8 ½" x 11" in size. Proposals shall be typed in Microsoft (MS) Word without expensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposals.

3.2.2 QUANTITY OF PROPOSALS TO BE SUBMITTED:

Proposers must provide one (1) original, four (4) copies of the Proposal. The Proposal and all required supporting information and documents must be submitted on or before the Closing Date and Time. Proposers shall mark one (1) original Proposal with “ORIGINAL.” Envelopes, packages or boxes containing the original and copies should be marked in accordance subsection 3.2.3. If discrepancies are found between the copies, or between the original, the original “ORIGINAL” will provide for the basis of resolving discrepancies. If no document can be identified as an original, Proposer’s Proposal may be rejected at the discretion of the Agency.

3.2.3 ENVELOPE, PACKAGE OR BOX LABEL:

Proposals must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

1. Name of Proposer
2. RFP Title “ 2012-2013 Writing Assessment Support”
3. Closing Date and Time

Proposals are to be delivered before the Closing Date and Time to: Oregon Department of Education, Procurement Services, Public Service Building, 3rd Floor, 255 Capitol Street NE, Salem, OR 97310, Attention: Karen L Hull.

Proposers are solely responsible for ensuring that their Proposals are received by Agency in accordance with the RFP requirements, before the Closing Date and Time, and the place specified on the cover sheet of this RFP. The Agency shall not be responsible for any delays in mail, by common carriers, by transmission errors or delays caused through mistaken delivery location. Proposal deliveries made to another location other than to the address identified on the cover letter of this RFP will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this RFP before the Closing Date and Time. Proposals may not be submitted by facsimile or e-mail.

3.2.4 PROPOSAL MODIFICATIONS

It is the responsibility of the Proposer to ensure that modified Proposals are submitted before the Closing Date and Time. All modifications made to a Proposal before submission must be made in ink and must be properly initialed by Proposer's authorized representative. Proposals containing omissions or improper erasures or irregularities may be rejected.

Any Proposer who wishes to make modifications to a Proposal already received by the Agency must withdraw their Proposal in order to make a modification. Withdrawals must be made in accordance with subsection 3.25.

No oral, electronic, telegraphic, or telephonic Proposals or modifications will be considered. Changes and/or new material submitted after the Closing Date will not be accepted.

3.2.5 PROPOSAL WITHDRAWAL

If a Proposer wishes to withdraw a submitted Proposal, it must do so prior to the Closing Date and Time. The Proposer must submit a written notice to withdraw, signed by the authorized representative and submitted to the person identified on the cover sheet of this RFP.

3.2.6 LATE PROPOSALS

The Closing Date and Time identified in subsection 2.7, or as modified by Addenda, is FIRM. Proposals will not be accepted after the Closing Date and Time and will be returned to the Proposer.

3.2.7 COST OF PREPARING AND SUBMITTING PROPOSALS

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

3.2.8 OPENING OF PROPOSALS

There will not be a public opening of proposals, a list of proposers will be provided upon request. Requests must be written and submitted to the Single Point of Contact identified on the cover sheet of this RFP. Mail, fax or email will be accepted. Telephone requests will not be accepted or considered.

SECTION 4: PROPOSAL SUBMISSION REQUIREMENTS (PASS/FAIL)

Each Proposal must comply with the following Pass/Fail requirements. Failure to provide any of the information WILL result in rejection of the Proposal. Agency reserves the right to determine which Proposals meet the Proposal Submission Requirements of this RFP and which Proposals are responsive.

4.1 SUBMITTAL DEADLINE

Proposals must be submitted before the Closing Date and Time. Proposals that do not arrive by the Closing Date and Time identified in subsection 1.5 and at the address identified on the cover sheet of this RFP will be late. It is advisable not to wait until the last minute for Proposal delivery.

The Agency reserves the right at any time to extend the Closing Date and Time when it is in the best interest of the State to do so.

4.2 MINIMUM CONTRACTOR 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.

To qualify the Proposer shall meet the following qualifications:

1. Be an educational service district in the state of Oregon as described in ORS 334.003(2)
2. Adheres to the mission; purpose; accountability as outlined in ORS 334.005
3. Meets the standards of adequacy pursuant to ORS 334.217
4. Proven experience with similar projects.

4.3 PROPOSAL COVER SHEET

Proposals must include a completed cover sheet signed by a duly authorized representative empowered to bind the Proposer.

The Proposal cover sheet must include the following requirements:

1. Identify the submitting Proposer;
2. Identify the name and title of the person authorized by the Proposer to obligate the Proposer contractually;
3. Identify the name, title, telephone number and e-mail of the person authorized to negotiate the Contract on behalf of the Proposer;
4. Bear the signature of the person authorized to obligate the Proposer contractually;
5. Identify the names, titles, and telephone numbers of persons to be contacted for clarification;
6. Indicate acceptance of the requirements in this RFP;
7. Indicate acceptance of the terms and conditions of the resulting contract; and,
8. Acknowledge receipt of any and all Addenda, if any to this RFP.

4.4 AUTHORIZED SIGNATURE

Every Proposal must be signed in **blue ink** by the person or persons legally authorized to bind the Proposer to the Contract for execution of the services or work. Upon request by the Agency, any agent submitting a Proposal on behalf of the Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer.

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

1. Proposer has completely read and understands all the provisions of the RFP.
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.
3. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
4. No attempt has been made or will be made by the Proposer to induce any other person or ESD to submit or not submit a Proposal.
5. The 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.

6. The 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.
7. Proposer accepts and agrees to be bound by the terms and conditions of the Contract, and agrees to provide all services, supplies or deliverables set out in the Contract.
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.

4.5 KEY PERSON(S)

Proposer must identify any Key Person(s) who will perform the Work, their resumes of background, experience, and expertise related to the specific work and provides evidence of previous experience. Proposer must also identify the role Key Person(s) will be assigned in this project.

4.6 PROPOSED SUBCONTRACTORS

Proposers must identify the ESD subcontractor(s) serving their regions who agree to enter into a written agreement to assist the Lead Contractor with writing score site administration.

SECTION 5 - EVALUATION

5.1 EVALUATION COMMITTEE

Proposals will be evaluated by an Evaluation Committee for completeness and compliance with the requirements of this RFP. If the Proposal is unclear, Proposers may be asked to provide clarification. No new information or documentation may be submitted.

Proposals received on time will be reviewed against the pass/fail Proposal submission requirements identified in Section 4. Proposals meeting Proposal submission requirements will be forwarded to an Evaluation Committee that will independently review, score and rank Proposals according to the scoring criteria set forth in subsection 5.2.

The outcome of the evaluation process may, at Agency's sole discretion, result in:

1. notice to Proposer(s) of Agency selection or rejection for tentative contract negotiation and possible award;
2. further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
3. cancellation of the RFP and either re-issuance of an RFP in the same or revised form or no further action by Agency with respect to the RFP.

5.2 EVALUATION AND SCORING CRITERIA (100 Points)

Scoring will be based on the categories described below. The Proposer must describe how Proposer meets the requirements that are specified in this RFP as related to the subsections below.

5.2.1 Management (35 points)

- Availability and capability to perform the Scope of Work.
- Experience of staff on comparable projects.
- Demonstrated ability to successfully complete similar projects or perform similar services on time and within budget.
- Knowledge and understanding of the required services as shown through Proposers

- proposed approach to staffing and scheduling needs.
- Identity of proposed ESD subcontractors.

5.2.2 Staffing Plan (35 points)

- Staffing adequate to complete work by established schedules and within budget.
- Staff has experience in planning and facilitation of writing scoring sites.
- Staff has the skill to perform all requirements listed in the Scope of Work.
- Key Person(s) identified, assigned roles and qualifications

5.2.3 Technical (20 points)

- Suitability of technical approach to the Agency environment.
- Applicability of the methodology to the project and potential to achieve required outcomes.
- Ease of maintenance
- Proposed tools

5.2.4 Pricing (10 points)

- Minimum administrative overhead
- Meets requirement of programs
- All proposed cost are justifiable

5.3 DISQUALIFICATION

Any attempt by a Proposer to influence a member of the Evaluation Committee 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 Proposer's receipt of the Contract, 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 and deemed fully executed. 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).

Every Proposer shall be notified in writing of its selection status.

5.5 INTENT TO AWARD

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

5.6 AWARD PROTEST

Award protest must be submitted to the Single Point of Contact identified in the cover sheet of this RFP and must be received within seven (7) calendar days after the date of the notice of intent to award. Award protests must meet the requirements of ORS 279B.410 to be considered. Agency will not consider any protests that are received after this deadline.

The Agency will address all timely submitted protests that are in accordance with ORS 279B.410. Within a reasonable time following Agency's receipt of the protest and Agency will issue a written decision to the Proposer who submitted the protest. Protests that do include the required information pursuant to ORS 279B.410 may not be considered by the Agency. Agency will only receive protests in the form of a written

letter submitted to the Single Point of Contact identified on the Cover Sheet of this RFP.

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 Exhibit 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 of 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 FOR PROPOSER

6.1 OWNERSHIP OF MATERIALS

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

6.2 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 Proposer for any loss or expense caused by or resulting from the delay, suspension, cancellation, or rejection of a solicitation, bid, proposal or award.

6.3 CANCELLATION AND/OR REJECTION OF PROPOSALS

The 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. The 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.

6.4 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 ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.410 through 192.505, 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.

6.5 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 to the Single Point of Contact identified in the cover sheet of this RFP. A fee of \$0.25 per page copied will be assessed and payment must be received by the Agency before copies are delivered to the requestor. Any person may request copies of public information.

6.6 STATEWIDE E-WASTE/RECOVERY POLICY

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

6.7 RECYCLED PRODUCTS

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)

6.8 RESERVATION OF AGENCY RIGHTS

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

- 6.8.1** Amend or cancel this RFP without liability if it is in the best interest of the public to do so;
- 6.8.2** Reject any and all Proposals upon finding that it is in the best interest of the public to do so;
- 6.8.3** 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;
- 6.8.4** Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;
- 6.8.5** Negotiate a final contract within the Scope of Work described in this RFP and to negotiate separately in any manner necessary to serve the best interest of the public;

6.8.6 Amend any contract that is a result of this RFP;

6.8.7 Engage other contractors by selection or procurement independent of this RFP process and/or any contracts/agreements under it;

6.8.8 To extend the Contract that is a result of this RFP without an additional solicitation process for up to five (5) extension periods of one (1) year each through June 30, 2018;

6.8.9 If 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 the Agency reserves the right to solicit other Proposers;

6.8.10 Although cost is a consideration when engaging a Proposer; the intent is to provide the 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. The Agency reserves the sole right to make this determination.

6.9 ACCEPTANCE AND APPROVAL

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 the 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 the 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, the Agency may withhold all future payment authorizations until the work product or deliverable is approved.

6.9.1 Acceptance and Approval of Work Products and Deliverables

The Agency shall have a reasonable length of time to review and approve work products or deliverables. 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 the Agency.

6.9.2 Standards

Where work is proposed, if no standards exist, standards must be agreed upon and approved in the Statement of Work by the 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.

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, 2013**, whichever date occurs first. At the Agency's option and upon mutual agreement between the parties extend the term of the Contract for up to five (5) extension periods of one (1) year each, provided that Agency so notifies Contractor at least sixty (60) calendar days before expiration of the Contract. The total term of the resultant Contract, including extensions, may not exceed six (6) years or beyond June 30, 2018. 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, 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 at Agency's option and upon mutual agreement between the parties extend the term of the Contract for up to five (5) extension periods of one (1) year each, provided that Agency so notifies Contractor at least sixty (60) calendar days before expiration of the Contract. The total term of the resultant Contract, including extensions, may not exceed six (6) years or beyond June 30, 2018
- (b) Amendment to add compensation as a result of extending the term of the Contract,

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 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: The Office of Assessment and Information Services (OAIS) is seeking a qualified Education Service District (ESD) to act as “Lead Contractor” to provide Statewide Writing Assessment support and score site administration. This Lead Contractor will have the option to sub-contract with other ESDs which serve given regions. These regions are:

- Region 1 (Counties) : Benton, Clackamas, Clatsop, Columbia, Hood River, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Wasco, Yamhill
- Region 2 (Counties): Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane
- Region 3 (Counties): Baker, Gilliam, Grant, Harney, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, and Wheeler

Over the past several years, Oregon’s statewide assessments have become an integral part of the school lives of Oregon students, teachers, and administrators. Two (2) key networks of professionals help the Oregon Department of Education make Oregon’s assessment efforts a success; these are district test coordinators and Education Service District (ESD) Assessment Support Partners. The district test coordinator plays the key role in administration of assessments, coordination of administration throughout each district, reporting results to the Oregon Department of Education, and tracking the progress of students moving through the assessment system. ESD Assessment Support Partners provide support to school and district personnel by staffing help desks and by providing direct services to school and district staff as needed.

In October of 2008 the Agency entered into three (3) contracts with three (3) ESDs who currently act as “Lead Contractors” providing regional assessment support, data corrections, technical assistance for electronic English Language Proficiency Assessment (ELPA) and Oregon Assessment Knowledge System (OAKS) testing, training on assessment/reporting procedures, data collection support, test record management and administration of the score sites which score the Statewide Writing Assessment. These three (3) ESDs also sub-contract with other ESDs that serve the given regions for writing score site implementation. These three (3) contracts will terminate June 30, 2012.

Writing Support Requirements:

All scoring of statewide writing performance essays (paper and electronic) will be conducted online using an online scoring system provided by the Agency’s Contractor, American Institutes for Research. Each scoring site must have access to a computer lab or labs with at least thirty (30) computers for raters to use for scoring or to support the option for raters to bring their own laptops for scoring.

Each score site will have a Director, Assistant Director, and information technology (IT) support, which will ensure that the site is compliant with Agency procedures so papers are properly scored as outlined in the Agency score site manual. All sites, directors, and assistant directors are subject to Agency approval. Score sites may designate co-directors in lieu of a director/assistant director arrangement as long as the payment reflects an average of what is budgeted for these positions so that expenditures for directors stay within the budget.

The Lead Contractor will have a site administration support staff at each site. On-site administrative support will ensure staff/raters sign in, provide quality control on timesheets and Human Resource forms

based on ESD policy, and other tasks as agreed upon between Agency and the Lead Contractor.

Each subcontracted ESD shall identify the role of a Lead Rater or Raters within their sites to assist the Scoring Director and/or the Assistant Director in completing resolution reads, as needed. Up to thirty-six (36) hours of Lead Rater time is allotted per site and can be split up among one (1) or more given that designation.

Each site must have a computer technician available for support during set up (including secure browser download, configuration of computers) and on-site scoring. The Lead Contractor must only employ Oregon licensed educators or persons with equivalent skills as raters.

Lead Contractor Responsibilities:

The Lead Contractor will:

- ensure that each Regional Site Coordinator recruits, hires, and manages raters; arrange for facilities; and coordinates with the Agency and the Agency's Contractor, American Institutes for Research (AIR), and other ESD regions to ensure that all scoring requirements are met;
- provide to Agency written notice and provide written approval of all Regional Coordinators, Scoring Directors and Assistant Directors, prior to beginning work;
- provide oversight and coordination of scoring sites arranging for facilities, ensure Scoring Directors will attend required Agency meetings in Salem, and will attend monthly WebEx meetings hosted by Agency.
- enter into a written agreement signed by each Rater regarding attendance for all on-site rating events;
- be responsible to provide payment to the Raters and Scoring Directors, even if sub-contracting occurs to facilitate the score sites;
- ensure that each student essay will be scored in accordance with Agency policy and procedures, and discrepancies will receive a resolution score as needed;
- will ensure that all essays are scored during two (2) windows (winter and spring), specific dates will be determined prior to the beginning of the 2012-2013 school year;
- conduct score sites according to Agency policies and procedures;
- provide ESDs regions with Agency PDFs of training and qualifying packets, including the manual providing policies and procedures and the score site forms. Score Sites will print and distribute these materials;
- ensure that Scoring Directors and Assistant Directors from each ESD attend Agency WebEx meeting in February;
- ensure that Scoring Directors and Assistant Directors from each ESD attend at least one (1) of the Agency facilitated training sessions offered in August or December;
- ensure that each scoring site is represented at both the August and December training sessions;
- ensure ESD subcontractors are responsible for the reimbursement of travel expenses to Scoring Directors who attend the thirty-six (36) hours of preparatory meetings held in Salem in August and December of 2012. ESD subcontractors will also be responsible for notifying personnel regarding these meetings and coordinating appropriate documentation for travel reimbursements;
- administer separate scoring site for each of the windows to score papers written in Spanish;
- ensure training set-up reimbursements of travel expenses for the writing experts to assist with training development, qualifying, and other scoring site materials for the 2012-2013 writing assessment;
- communicate with Agency regarding feedback from the field;
- communicate with districts regarding Agency policies and Agency memos/news releases, and
- provides ongoing coordination and project management for all project administrations, including deliverables and invoicing,

Assessment Position Titles and Responsibilities

Regional Site Coordinators (local ESD or District employee) will:

- participate in the planning and debriefing Web-ex meetings, workshops and/or training at the

Agency;

- coordinates arrangements for facilities, printing, and supplies for training and scoring;
- prepares and distributes information and application packets to recruit raters;
- collects rater applications and reviews each for completeness and accuracy;
- works with Scoring Directors to select raters from among applicants;
- communicates with Agency regarding rater passwords and security questions;
- confirms number of raters with Scoring Directors and Agency to ensure adequate supplies of training and other materials;
- arranges for local clerical and technical support as needed;
- facilitates payment of scoring directors, raters, and technical assistant;
- arranges refreshments to be provided for training and scoring sessions;
- works closely with the Scoring Directors to keep scoring running smoothly, and
- collects Qualifying Score Sheets and Evaluation Forms; forwards them, with the rater roster, to designated Agency Specialist.

Scoring Directors will:

- participate in packet development workshops and training sessions at the Agency;
- select Raters from applicants in conjunction with the Site Coordinator, but Rater selection is ultimately the responsibility of the Scoring Director;
- oversees entire training and scoring process at the regional scoring site;
- provides materials and requests for printing and supplies to the Site Coordinator well in advance of the training and scoring sessions;
- provides introductory and advanced training to the Raters as required in preparation for scoring;
- monitors accuracy and reliability of rater group and provides regular refresher/recalibration training;
- closely monitors discrepancy rates among individual raters and conferences with raters as needed to improve inter-rater reliability and individual rater accuracy;
- regulates the pace and rate of the scoring sessions (e.g., calling for breaks; refresher training; keeping a positive tone; maintaining a comfortable, productive environment yet free enough to share an important discovery);
- distributes refresher papers and collects rater score sheets; checks refresher scores to help monitor rater accuracy, particularly scores of three (3) and four (4);
- in close communication with the Site Coordinator and State Specialist prior to and during the scoring sessions;
- if no “Floating” Scoring Director is identified at the scoring site, the Scoring Directors will divide the responsibilities with the Assistant Scoring Director to ensure that all aspects of training and scoring are adequately covered; and
- acts as third reader to resolve discrepancies as needed, and authorizes use of Special Codes.

Assistant Scoring Director or “Floating” Scoring Director will:

- participate in packet development workshops and training sessions at the Agency;
- work closely with the Scoring Director and assists as requested;
- manage the distribution and collection of training materials;
- confer with raters regarding Crisis Papers or Special Codes;
- work with the Scoring Director to monitor rater reliability and accuracy;
- work with the Scoring Director to monitor pace and rate of readings;
- act as third reader to resolve discrepancies as needed; and
- provides to the Scoring Director the Qualifying Packet and Evaluation Forms after scoring sessions have ended.

Lead Rater will:

- attend packet development workshops at the Agency if requested by designated Agency Specialist;
- scores remotely (from home) if assistance is requested by designated Agency Specialist;
- assists with resolutions if Scoring Directors and Assistant Directors are experiencing difficulty keeping up with paper flow; and

- have the option to score onsite as a member of the regular rating team from a particular score site.

Computer Technician will:

- set up the computer lab(s) for scoring;
- download the browser onto each computer in advance of scheduled start of training and scoring sessions;
- communicates with the Site Coordinator and Scoring Director about status of set-up;
- be on-call for the hours of scoring sessions, available to consult by phone and available to travel to scoring site if needed to troubleshoot and problem-solve as needed; and
- be available as needed for consultations with Agency Contractor, American Institutes for Research (AIR) personnel throughout the process.

Budget Calculation

Proposers should calculate their budget costs for Scoring Sites assuming 40,000 papers will need to be scored statewide across two (2) scoring windows (winter and spring) with each to be read twice, totaling 80,000 reads. Approximately 20% of those papers will need a third read (16,000), which gives a grand total of 96,000 reads.

Include budget for payment of the Raters and Scoring Directors. Scoring Directors are able to receive a maximum hourly rate of \$25 for Agency facilitated planning sessions. For training raters and for scoring days respectively, Scoring Directors may receive up to a maximum daily rate of \$375. Trained Raters are able to receive a maximum hourly rate of \$19.25 to score writing papers

Agency Desired Activities and Deliverable Schedule:

The final schedule may be adjusted based on a mutually acceptable proposal.

Activities and Deliverables	Due Dates
Provide copies of invoices from scoring sites for expenses, re-imbursements, etc, include itemized record of payments to subcontracted ESD(s).	03/31/13 06/30/13
Copies of fully executed agreements with each Rater agreeing to attendance at all on-site rating events.	03/31/13 06/30/13
Coordination of Scoring Directors attending Agency meetings in Salem, score site oversight, copies of student exemplars and other materials used for training sites. Attend monthly WebEx, hosted by Agency, provide attendance report. (Site Coordinators must also attend February WebEx).	12/23/12 03/31/13 06/30/13
Invoices that itemize payroll for Score Site Scoring Directors, Assistant Director, Computer Technician Support, and Raters.	03/31/13 06/30/13
Attendance records of all Regional Coordinators, Scoring Directors, and Assistant Directors attendance. (Meetings in Salem in August and December and the February WebEx).	12/23/12 03/31/13 06/30/13
Expense reports for Scoring Director travel	12/23/12 03/31/13
Invoices for Spanish Score Site Scoring Directors and Spanish Scoring Sites expenses	05/31/13 06/30/13
Expense report for training setup	12/23/12 03/31/13

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 all insurances specified in this Exhibit B prior to performing under this Contract and shall maintain insurances in full force and at Contractors 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, 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, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court

Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

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

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

Bodily Injury/Death:

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

Combined single limit per occurrence:

From commencement of the Contract term to June 30, 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, 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).	

AND

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, 2012:	\$100,100.
From January 1, 2011, 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, 2012:	\$500,600.
From January 1, 2011, 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, 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, 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, 2012:	\$100,100.
From January 1, 2011, 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, 2012:	\$500,600.
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From January 1, 2011, 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 additional 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 certification confirms that the Work and pricing proposed by _____ for the Oregon Department of Education's (Agency) Request for Proposal "2012-2013 Writing Assessment Support" (the RFP) and all supporting requirements identified in the Proposal will be available and delivered in accordance with the RFP's subsection 1.5, Schedule of Events.

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 a period of ninety (90) calendar days from the RFP's Closing Date and Time.

It is understood the Agency will compare the Proposer's capability and understanding of the Work to be performed with those of other Proposers. Selection will be based on the criteria established in the Request for Proposal.

Proposer Name (signature)	Proposer Name (printed)
Proposer Title	Entity/Company Name
Address	
Phone	Fax
Email	Date

ATTACHMENT C

CERTIFICATION DENYING CONFLICT OF INTEREST

Issuing Agency: OREGON DEPARTMENT OF EDUCATION

Request for Proposal: 2012 – 2013 Writing Assessment Support

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