In compliance with the Americans with Disabilities Act, this RFP may be made available in alternate formats such as Braille, large print, audiotape, oral presentation, and computer disk. To request an alternate format call the Oregon Department of Education, (503) 947-5600.

**State of Oregon**



**The Oregon Department of Education (ODE)**

Issues the following

**REQUEST FOR PROPOSALS (RFP)**

for

**Transition Network Facilitator**

**RFP Notice # 5401**

#### 

#### Date of Issuance: May 09, 2014

**Proposals Due**: **May 23, 2014 at 2:00 pm (PT)**

At the Issuing Office

FAX submissions **will not** be accepted.

Email submissions **will not** be accepted.

Postmarks **will not** be considered.

**Issuing Office**: **Oregon Department of Education,**

**Procurement Services**

**Single Point of Contact: Attn: Debbie Janke**

255 Capitol Street NE, 3rd Floor

Salem, Oregon 97310

Telephone: (503) 947-5803

Email: [Debbie.Janke@ode.state.or.us](mailto:Debbie.Janke@ode.state.or.us)

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

**Table of Contents**

*(Hyperlinks in place)*

[**SECTION 1 – GENERAL INFORMATION**](#SECTION_1)

[1.1 PROJECT OVERVIEW](#SECTION_1_1)

[1.2 PROJECT BUDGET](#SECTION_1_2)

[1.3 COMPLETION DATE](#SECTION_1_3)

[1.4 SINGLE POINT OF CONTACT](#SECTION_1_4)

[1.5 SCHEDULE OF EVENTS](#SECTION_1_5)

[1.6 DEFINITION OF TERMS](#SECTION_1_6)

[**SECTION 2– RFP PROCESS**](#SECTION_2)

[2.1 GOVERNMENTAL ENTITIES](#SECTION_2_1)

[2.2 PROCUREMENT AUTHORITY](#SECTION_2_2)

[2.3 PROCUREMENT METHOD](#SECTION_2_3)

[2.4 BUSINESS MANAGERS / SPECIAL EDUCATION DIRECTORS / SUPERINTENDENT LISTSERVS](#SECTION_2_4)

[2.5 REQUESTS FOR CLARIFICATIONS AND QUESTIONS](#SECTION_2_5)

[2.6 RFP PROTESTS](#SECTION_2_6)

[2.7 CLOSING DATE FOR SUBMISSION OF PROPOSAL](#SECTION_2_7)

[**SECTION 3 – INSTRUCTIONS TO PROPOSER**](#SECTION_3)

[3.1 ACCEPTANCE PERIOD FOR SUBMISSION OF PROPOSAL](#SECTION_3_1)

[3.2 PROPOSAL SUBMISSIONS (GENERAL)](#SECTION_3_2)

[**SECTION 4 – PROPOSAL SUBMISSION REQUIREMENTS (PASS/FAIL)**](#SECTION_4)

[4.1 SUBMITTAL DEADLINE](#SECTION_4_1)

[4.2 MANDATORY](#SECTION_4_2) CONTRACTOR/KEY PERSONS QUALIFICATIONS

[4.3 PROPOSAL COVER SHEET](#SECTION_4_3)

[4.4 AUTHORIZED SIGNATURE](#SECTION_4_4)

[**SECTION 5 - EVALUATION**](#SECTION_5) **AND AWARD**

[5.1 EVALUATION COMMITTEE](#SECTION_5_1)

[5.2 EVALUATION AND SCORING CRITERIA](#SECTION_5_2)

[5.3 DISQUALIFICATION](#SECTION_5_3)

[5.4 INTENT](#SECTION_5_4) TO AWARD

[5.5](#SECTION_5_5) AWARD PROTEST

[5.6](#SECTION_5_6) INSURANCE CERTIFICATION

[5.7](#SECTION_5_7) NEGOTIATION

[5.8 Negotiation](#SECTION_5_8) OF OTHER ITEMS

[**SECTION 6 – ADDITIONAL INFORMATION FOR PROPOSER**](#SECTION_6)

[6.1OWNERSHIP OF MATERIALS](#SECTION_6_1)

[6.2 COST AND DAMAGES](#SECTION_6_2)

[6.3 CANCELLATION AND/OR REJECTION OF PROPOSALS](#SECTION_6_3)

[6.4 CONFIDENTIAL OR PROPRIETARY INFORMATION](#SECTION_6_4)

[6.5 PUBLIC INFORMATION](#SECTION_6_5)

[6.6 STATEWIDE E-WASTE/RECOVERY POLICY](#SECTION_6_6)

[6.7 RECYCLED PRODUCTS](#SECTION_6_7)

[6.8 RESERVATION OF AGENCY RIGHTS](#SECTION_6_8)

[6.9 ACCEPTANCE AND APPROVAL](#SECTION_6_9)

[**SECTION 7 – GENERAL TERMS AND CONDITIONS**](#SECTION_7)

[**EXHIBIT A** – SCOPE OF WORK](#EXHIBIT_A)

[**EXHIBIT B** – INSURANCE REQUIREMENTS](#EXHIBIT_B)

[**ATTACHMENT A** – PROPOSAL](#ATTACHMENT_A) COVER SHEET.

[**ATTACHMENT B** – BUDGET](#ATTACHMENT_B) FORM

[**ATTACHMENT C** –](#ATTACHMENT_C) CERTIFICATION OF COSTS

[**ATTACHMENT D**](#ATTACHMENT_D) **–** CERTIFICATION DENYING CONFLICT OF INTEREST

**ATTACHMENT E** – GOVERNOR’S EXECUTIVE ORDER NO. 13-04.

(The rest of this page is left blank intentionally) **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 Learning, Student Services in seeking a qualified Contractor to provide services to recruit a Transition Network Facilitator to further improve Oregon’s systems of designing and delivering employment services to those with intellectual and developmental disabilities.

## **1.1** **PROJECT OVERVIEW**

**1.1.1** **BACKGROUND**

Per Governor’s EXECUTIVE ORDER NO. 13-04 – PROVIDING EMPLOYMENT SERVICES TO INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES, ODE is directed to establish a Statewide Transition Technical Assistance Network to assist high schools in Oregon to provide Transition Services.

**1.1.2 PURPOSE**

The purpose of this Request for Proposals (RFP) is to award eight (8) contracts to qualified School Districts and Educational Service Districts (ESD) who will recruit a Transition Network Facilitator for their District or Region.

**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 $85,000 and $110,000 for each Contract for a total range of $680,000 and $880,000.** The disclosure of range does not mean that funding is available at the high end of the range**.**

**1.3** **COMPLETION DATE**

The resultanting Contract(s) are anticipated to end **June 30, 2015** with the Agency’s option to renew each biennium if funding is available.

**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 **May 09, 2014**

RFP Questions and Appeals Due by **May 16, 2014 by 2:00 pm (PT)**

RFP Closes **May 23, 2014 by 2:00 pm (PT)**

Contract Award (anticipated) **June 1, 2014**

**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”(ESD) means a district created under ORS 335.010 that provides regional educational services to component school districts.

1.6.7 “IDEA” means Individuals with Disabilities Education Act.

1.6.8 “IEP” means Individualized Education Plan.

1.6.9 “Non Responsive” means not having the characteristic of substantial compliance in all material respects with the applicable RFP requirements

1.6.10 "OAR" means the Oregon Administrative Rules.

1.6.11 "ORS" means the Oregon Revised Statutes.

**1.6.12 “Proposal”** means a written response to a RFP.

**1.6.13 “Proposer”** means a person, organization or governmental entity that is making the Proposal.

**1.6.14 “Responsive”** means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements

**1.6.15 “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

**1.6.16 “Request for Proposal”** means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.

**1.6.17 “RFP**” is the acronym for Request for Proposal.

**1.6.18** “**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.

**1.6.19 “State”** hereaftermeans the State of Oregon.

**1.6.20** “**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.

**1.6.21 “Successful Proposer”** for the purposes of this RFPmeans 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 the Competitive SealedProposal method, in accordance with ORS 279B.060 and OAR 137-047-0260. Agency reserves the right, based upon evaluation of Proposals, to conduct discussions and negotiations.

**2.4** **BUSINESS MANAGER / SPECIAL EDUCATION DIRECTORS / SUPERINTENDENT LISTSERV**

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 Listserv, Special Education Directors Listserv, and the Superintendent Listserv. 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 email to a prospective Proposer

Notification of any substantive clarifications provided in response to any question will be provided and issued electronically through the three List Serves referenced above.

**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, “**RFP No. 5401 - Transition Network Facilitator** ”;
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 (PDT)** on **May 20, 2014**. Emailed transmissions will be accepted; FAX transmissions **will not** be accepted.

Protests must include:

1. The identity of the Proposer;
2. Clearly reference this RFP, “**RFP No. 5401 - Transition Network Facilitator**”
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 email 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 email 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 email 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 (PT)**, on **May 23, 2014**. FAX or emailed 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, three (3) 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 “**Transition Network Facilitator**”
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: **Debbie Janke**.

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, 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 FAX or email.**

**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 or electronic 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** **MANDATORY CONTRACTOR/KEY PERSONS QUALIFICATIONS**

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

Proposers and Proposer’s Key Persons must meet all minimum qualifications to be considered responsive. Proposers 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.

Desired Contractor/Key Persons minimum qualifications in the following areas:

1. Knowledge of requirements for student involvement in development of IEPs and of Agency participation in providing agreed-upon transition services contained in IEPs, including appropriate post-secondary goals based upon age-appropriate transition assessments.
2. Experience providing transition services including courses of study, and a thorough understanding of procedural safeguard rights associated with IDEA which transfer to the student at the age of majority.
3. Knowledge of requirements for a Summary of Performance provided to students graduating from secondary school with a regular diploma or leaving due to exceeding the age eligibility for a free public education.
4. Be familiar with available transition resources and reference materials, and types of diplomas/certificates available to students.
5. Be a “Component school district” in the state of Oregon as defined in ORS 334.003(1).
6. Be an “Educational Service District” in the state of Oregon as defined in ORS 334.003(2) and meet the standards of adequacy pursuant to ORS 334.217.
7. Be a “Joint school district” in the state of Oregon as defined in ORS 334-003(3).
8. Proven experience with similar projects.

**4.3** **PROPOSAL COVER SHEET**

Proposals must include a completed cover sheet (see Attachment A) signed by Proposer or Proposer’s legally authorized representative empowered to bind the Proposer.

**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.

**4.5 RESERVED**

**4.6** **RESERVED**

**SECTION 5 – EVALUATION AND AWARD**

**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)**

The Evaluation Committee is looking for a comprehensive approach that best meets the needs of the Agency and demonstrates expertise in performing the Scope of Work. Scoring will be based on the categories described below.

**5.2.1 Management Qualifications (30 points)**

Proposer clearly describes Proposer’s qualifications that show its:

1. Availability and capability to perform the Scope of Work.
2. Experience on comparable projects.
3. Demonstrated ability to successfully complete similar projects or perform similar services on time and within budget.
4. References.
5. Knowledge and understanding of the required services as shown through the proposed approach to staffing and scheduling needs.

**5.2.3 Technical and Experience (20 points)**

1. Technical approach.
2. Suitability of technical approach to the Agency’s environment.
3. The methodology.
4. Application of methodology to project and potential to achieve required outcomes.
5. Proposed tools.

**5.2.2** **Staffing Plan (40 points)**

Proposer demonstrates:

1. It has adequate resources to complete the Work
2. It’s staffing possess the required skills to perform the Scope of Work.

**5.2.3 Pricing (10 points)**

1. Minimum administrative overhead
2. Meets requirement of programs
3. 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 INTENT TO AWARD**

After a final selection is made, the Agency will issue an “Intent to Award” announcement, and the apparent winning Proposer(s) will be invited to negotiate a contract with Agency representatives. Every Proposer shall be notified in writing of its selection status.

**5.6** **AWARD PROTEST**

**Protests of this Contract Award will not be considered**.

5.7 INSURANCE CERTIFICATION

The apparent successful Proposers 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 Proposers. 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 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.

**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** 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 reservesthe 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 **XX, XX**, 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**

1. Agency agrees to pay Contractor the sum of **$** for accomplishing the Work required by this Contract.
2. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$** (the “Maximum Compensation”).
3. Quarterly payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
4. 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 ofthree (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.**

1. **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:
2. Titles VI and VII of the Civil Rights Act of 1964, as amended;
3. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
4. Americans with Disabilities Act of 1990, as amended;
5. Executive Order 11246, as amended;
6. Health Insurance Portability and Accountability Act of 1996;
7. Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
8. Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended;
9. ORS Chapter 659, as amended;
10. All regulations and administrative rules established pursuant to the foregoing laws; and
11. 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)).

1. **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, FAX, 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 FAX shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such FAX 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.**

**a. Generally.** This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and Contractor that has been approved by DOJ, if DOJ approval is required by applicable law. Any amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

**b. Anticipated Amendments.** The parties have determined that during the term of this 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:

1. Amendments required as a result of necessary changes in the State's business process that may restructure a State Agency;
2. Amendments to the Statement of Work to add Services within the scope of the RFP and this Contract;
3. Amendments to delete Services from the Statement of Work of this Contract;
4. Amendments to extend the term of this Contract; and
5. Amendments to change pricing.

**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:

|  |  |  |
| --- | --- | --- |
| Authorized Signature | Title | Date |
| Print Signature | | |

AGENCY:

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

**Approved for Legal Sufficiency:**

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

**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.

**Definitions:**

1. **“I/DD”** means Intellectual and Developmental Disabilities.
2. **“IEP”** means Individual Education Plan.
3. **“ODDS”** means Office of Developmental Disability Services as administered through the Department of Human Services.
4. **“ODE”** means Oregon Department of Education.
5. **“OVRS”** means Office of Vocational Rehabilitation Services as administered through the Department of Human Services.

**Background:**

The Governor’s EXECUTIVE ORDER NO. 13-04 – PROVIDING EMPLOYMENT SERVICES TO INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES directs the Oregon Department of Human Services and the Oregon Department of Education to work to further improve Oregon’s systems of designing and delivering employment services to those with intellectual and developmental disabilities toward fulfillment of Oregon’s *Employment First Policy*, including a reduction over time of state support of sheltered work and an increased investment in employment services.

In the Executive Order No. 13-04, SECTION X – EDUCATION PROVISIONS, Paragraph 2. d. defines “Transition Technical Services” as the substance of the work of the Statewide Transition Technical Assistance Network, to include development of competencies for teachers, administrators, and other educational service providers that include:

1. Transition-related curriculum and instructional approaches which are consistent with the Education Goals,
2. Outcome-based transition planning approaches that use precepts of discovery and person-centered planning.
3. Implementation of transition-related instructional approaches for Intellectual and Developmental Disabilities (I/DD) target students, such as those that are community based, and which can include authentic experiences such as internships, mentorships, youth work experiences, job skill related instruction, and job shadowing.

Paragraph 3. b. and c., of the Executive Order gives the strategies needed to implement the Education Provisions.

1. ODE will designate staff specialists whose work will be focused on systems-change efforts in schools and communities to focus on liaisons with partner agencies, data quality and tracking, local capacity development, and working with local education agencies to help ensure that the Education Goals are reflected in the provision of Transition Services. ODE staff will also coordinate the work of a Statewide Transition Technical Assistance Network.
2. ODE will establish a Statewide Transition Technical Assistance Network to assist high schools in Oregon to provide Transition Services. The Transition Technical Assistance Network shall seek to ensure that the Education Goals of this order are implemented in assessment, curriculum, and instruction for students of transition age.

**Purpose:**

The purpose of this Request for Proposal is to award eight (8) Contracts to School Districts and Educational Service Districts (ESD) the grant to recruit a part-time Transition Network Facilitator. The Transition Network Facilitator will assist high schools in Oregon to provide Transition Services to further improve Oregon’s systems of designing the delivery of employment services to those with intellectual and developmental disabilities (I/DD).

Total hours for the Transition Network Facilitator will be 1126, during the period of June 1, 2014 through June 30, 2015 (13 months).

**\*\*Note\*\* The successful proposer must include at least one representative from the ODE Transition Team on the hiring committee for the Transition Network Facilitator.**

**Specific Work to be accomplished:**

1. **Contractor shall recruit one (1) part-time Transition Network Facilitator who must be able to perform the following duties:.**
   1. Assist school districts to recognize and understand the outcomes of the Executive Order and encourage a culture change to focus on employment at an earlier age.
   2. Offer Technical assistance to educators for students with disabilities who are of transition age (16-22). This will include providing best practice methods and strategies as well as curriculum that would support development of vocational exploration, work experiences, and post-secondary goal setting.
   3. Implement training and professional development for educators on policy and systems change.
   4. Collaborate with partners such as local stakeholders to improve overall seamless transition for students.
   5. Provide technical assistance to IEP teams on identifying appropriate representatives from adult service systems. Examples would include OVRS and ODDS.
   6. Develop regional relationships with parent support and advocacy groups as a resource to students, families, and communities
   7. Develop strategies to improve overall consistency and level of engagement in the transition process
   8. Submit quarterly reports of site contacts, training, and meetings, including log of bi-weekly communication with ODE Transition Team Members.
2. **Minimum qualifications for the Transition Network Facilitator are:**
   1. Bachelor’s degree in Education and Teacher Certification;
   2. Experience working in secondary education;
   3. Experience with developing, implementing, and presenting training;
   4. Ability to communicate and work effectively with teachers, administrators, parents, instructional assistants, and community partners;
   5. Strong understanding of government regulations and bridging the gap from school to adult agencies concerning students with disabilities in the following:
      1. Individuals with Disabilities Education Act (IDEA),
      2. Americans with Disabilities Act (ADA), and,
      3. Section 504 plans;
   6. Experience with service coordination into adult services agencies such as vocational rehabilitation, developmental disability services, and post-secondary training programs;
   7. A current driver’s license and satisfactory driving record is required, or the ability to provide an acceptable alternate mode of transportation as this position will require travel within a designated area and occasional statewide travel, some overnight and some evening and weekend work.
3. **Desired attributes for the Transition Network Facilitator are:**
   1. Highly motivated;
   2. Strong communication skills, both verbal and written;
   3. Knowledge of collecting and analyzing data;
   4. Ability to initiate and complete tasks in a timely manner;
   5. Flexible with work schedule;
   6. Ability to work independently with limited supervision;
   7. Strong interpersonal skills and ability to collaborate with schools, parents, educators, and adult service agencies.

### 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. **WORKERS COMPENSATION**

All employers, including Contractor, that employ subject workers, as defined in Oregon Revised Statute (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

**EMPLOYERS' LIABILITY.**

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage.

**2. PROFESSIONAL LIABILITY**  **Required by Agency**   **Not required by Agency.**

**3. Commercial General Liability.**  **Required by Agency**   **Not required by Agency.**

**Commercial General Liability Insurance covering bodily injury, death, and property damage** in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant;

From commencement of the Contract term 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).

Per occurrence limit for multiple claimants:

From commencement of the Contract term 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:**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2013: $106,700,

and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2013: $533,400.

July 1, 2015, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

**3. AUTOMOBILE LIABILITY  Required by Agency**  **Not required by Agency.**

**Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Contract term 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).

Per occurrence limit for multiple claimants:

From commencement of the Contract term 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**

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2014: $106,700.

and

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2014: $533,400.

July 1, 2015, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

**4. EXCESS/UMBRELLA INSURANCE.** A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is “The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc.”

**5. "Tail" Coverage.** If anyof 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, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Oregon Department of Education.

**7.** **Certificate(s) of Insurance.** Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. Contractor shall furnish acceptable insurance certificates to: **Oregon Department of Education. Attn: Monique Murphy, 255 Capitol St NE, Salem OR 97310** prior to commencing the work.

**8.** **Additional Insured.** The Commercial General Liability and Automobile Liability insurance required under this Contract shall include the State of Oregon, its 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**

**Proposal Cover Sheet for RFP # 5401**

Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any awarded Contract that may result from this RFP:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer’s signature and submission of its signed Proposal in response to the RFP constitutes Proposer’s affirmation that:

1. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any.
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 firm to submit or not submit a Proposal.
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.
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.
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.
8. By submitting a Proposal in response to this RFP, Proposer is verifying Proposer can perform the work described in Exhibit A, Scope of Work.
9. Upon request the successful Contractor shall provide the Agency with their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable.
10. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
11. Information and costs included in this Proposal shall remain valid for ninety (90) days after the Proposal due date or until a contract is approved, whichever comes first.
12. The statements contained in this Proposal are true and complete to the best of the Proposer’s knowledge and accepts as a condition of the Contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes this is a public document and open to public inspection.
13. The Proposer acknowledges receipt of all addenda issued under this RFP.
14. If Proposer is awarded a contract as a result of this RFP, the Contractor will be required to complete, and will be bound by, a contract as attached to this RFP.
15. Pursuant to ORS 279B.055 (2) the Contractor agrees to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services as stated in the Scope of Work.
16. If Proposer is awarded a contract as a result of the RFP, the Contractor acknowledges and agrees that the Agency maintains the leadership role, its management and all management decisions for this Work.
17. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
18. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

**THIS PROPOSAL MUST BE SIGNED IN BLUE INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ALL ALTERATIONS OR ERASURES TO THE PROPOSAL SHALL BE INITIALED IN BLUE INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.**

**SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:**

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT B**

**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 C**

###### 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 D**

**CERTIFICATION DENYING CONFLICT OF INTEREST**

**Issuing Agency: OREGON DEPARTMENT OF EDUCATION**

**Request for Proposal: 5401 Transition Network Facilitator**

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."**

MCBS01576_0000[1]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Name (**signature**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Name (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Title (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Entity/Company Name (printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date

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

**ATTACHMENT E**

**Governor’s Executive Order Number 13-04**

Located at the following site:

<http://www.oregon.gov/gov/docs/executive_orders/eo_13-04.pdf>