

# STATE OF OREGON



## COVER PAGE

OHA – Public Health

Maternal and Child Health

is issuing this Intermediate Procurement under #S044300-00004166  
for

## **PART-TIME COORDINATOR FOR 2022 OREGON SMILE & HEALTHY GROWTH SCREENING**

Date of Issue: August 24, 2022

Opening Date: September 9, 2022

Single Point of Contact (SPC): Mark Bustamante

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City, State, Zip Salem, OR 97301  
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# SECTION 1: GENERAL INFORMATION

## 1.1 INTRODUCTION

The State of Oregon, acting by and through the Oregon Health Authority’s Oral Health Program (“Agency”), is issuing this Intermediate Procurement for a **part-time** Coordinator for the Oregon Smile and Healthy Growth Screening (formerly survey). Hours and schedule to be determined after award of the Contract.

The Oregon Health Authority's Oral Health Program is responsible for advancing evidence-based strategies to improve the oral health of all Oregonians. The Program is designed after the Association of State and Territorial Dental Directors' (ASTDD) model for state-based oral health programs. The Oral Health Program takes a comprehensive approach to address oral health issues across the lifespan through these activities:

- Creating systems and leadership capacity to incorporate oral health into overall health prevention strategies
- Ongoing data collection and maintenance of the Oregon Oral Health Surveillance System
- Policy development
- Delivery of school-based oral health services
- Oral health promotion and education for the public
- Building partnerships and collaboration to support the integration of oral health
- Workforce development

Additional details on the Scope of the goods or services or both are included in the Scope of Work section.

Agency anticipates the award of one (1) Contract for **\$45,000** from this solicitation. The initial term for the awarded Contract is anticipated to be from September 20, 2022, through December 31, 2023. Agency may extend for additional time up to five (5) years and may add funding if warranted.

## 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this solicitation.

Event	Date	Time
Questions / Requests for Clarification Due	August 30, 2022	3:00 PM
Opening (offer Due)	September 9, 2022	3:00 PM
Issuance of Notice of Award (approx.)	September 20, 2022	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this solicitation is identified on the Cover Page, along with the SPC's contact information. Offeror shall direct all communications related to any provision of the solicitation, whether about the technical requirements of the solicitation, contractual requirements, the solicitation process, or any other provision only to the SPC.

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY AND METHOD

Agency is issuing this solicitation pursuant to its authority under ORS 413.033.

Agency is using the Intermediate Procurement solicitation method set forth in ORS 279B.070 and OAR 125-247-0270.

### 2.2 DEFINITION OF TERMS

For the purposes of this solicitation, capitalized words will refer to the following definitions.

#### 2.2.1 General Definitions

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.

### 2.3 OVERVIEW AND PURPOSE

The Oral Health Program in the Maternal and Child Health (MCH) Section of the Oregon Health Authority (OHA), Public Health Division (PHD) is seeking proposals from qualified individuals or firms to provide Coordination Services for the 2022 Oregon Smile and Healthy Growth Screening (formerly survey).

During the 2022-23 school year, the OHA Oral Health Program, in cooperation with the Oregon Department of Education (ODE), will be carrying out the fifth statewide Oral Health Needs Assessment and second Body Mass Index Assessment on Oregon elementary school children in first, second and third grades.

The goal of the Oregon Smile & Healthy Growth Screening (formerly survey) is to describe the extent of oral health problems and overweight/obesity among Oregon's children. These health problems can contribute to increased absenteeism, poor school performance, poor self-esteem, and less success later in life. This screening is the only one of its kind for Oregon children. The

screening findings will help evaluate Oregon’s preventive oral health programs and determine the need for additional dental programs.

The OHA Oral Health Program needs a part-time Coordinator to help coordinate and implement the 2022 Oregon Smile & Healthy Growth Screening (formerly survey). The Coordinator will use the best practice approach for elementary basic screening surveys developed by the Association of State and Territorial Dental Directors (ASTDD). The Coordinator will be responsible for project management, planning and implementation of the screening survey.

## **2.4 SCOPE OF WORK/SPECIFICATIONS**

The Smile & Healthy Growth Screening Coordinator may perform the following services pursuant to the Agreement (the “Services”):

1. Collaborate with OHA Oral Health Program on Smile Screening project management
  - a. Participate in Smile Screening Workgroup meetings
  - b. Collaborate on form development
  - c. Serve as a logistics lead and project coordinator during implementation
  
2. Facilitate communication between the Oregon Department of Education (ODE), school districts, schools, and the OHA Oral Health Program
  - a. Communicate directly with schools identified by OHA Oral Health Program and ASTDD as sample schools to encourage participation and enrollment in the screening;
    - i. Including but not limited to direct phone and in-person communication with school principals, nurses, teachers, and other decision makers as needed;
  - b. Develop materials and processes to encourage school participation;
  - c. Coordinate with OHA Oral Health Program to develop a letter of support from the State Superintendent of Public Instruction to encourage school participation;
  - d. Track school participation and aide hygienists in scheduling screenings;
    - i. Work with local school dental sealant programs to coordinate school oral health services with the Smile Screening when possible;
    - ii. Work with OHA Oral Health Program epidemiology team to keep an updated school sample;
  - e. Coordinate with OHA Oral Health Program to replace schools that decline participation.
  
3. Collaborate with OHA Oral Health Program on identifying dental hygienist screeners and provide support for calibration and training of screeners
  - a. Collaborate with the OHA School Oral Health Programs Coordinator to identify dental hygienist screeners and assistants;
  - b. Assist with contracts for dental hygienist screeners and assistants;
  - c. Assist in planning a one-day calibration and didactic training for identified screeners;
  - d. Create supplies and equipment list and order necessary supplies and equipment;
  - e. Coordinate documentation and payment process for screeners;
  - f. Ensure contracted dental hygienists have complied with Oregon Administrative Rule (OAR) 333-019-1010, COVID-19 Vaccination Requirement for Healthcare Providers and Healthcare Staff in Healthcare Settings.



## **3.2 MINIMUM SUBMISSION REQUIREMENTS**

### **3.2.1 Offeror Format and Quantity**

Offeror should follow the format and reference the sections listed in the Offeror Content Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Offeror must describe in detail how requirements of this solicitation will be met and may provide additional related information.

Offeror shall submit one electronic copy of its Offer. In addition, if Offeror believes any of its Offer is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Offeror shall complete and submit the Disclosure Exemption Affidavit (Attachment B), and Offeror shall submit a fully redacted version of its Offer, clearly identified as the redacted version.

### **3.2.2 Authorized Representative**

A representative authorized to bind the Offeror shall sign the Offer. Failure of the authorized representative to sign the Offer may subject the offer to rejection by Agency.

## **3.3 PROCUREMENT PROCESS**

### **3.3.1 Public Notice**

The solicitation, including all Amendments and attachments, are published in the [OregonBuys e-procurement system](#). Solicitation documents will not be mailed to prospective Offerors.

Agency shall advertise all Amendments on OregonBuys e-procurement system. Prospective Offeror is solely responsible for checking OregonBuys to determine whether or not any Amendments have been issued. Amendments are incorporated into the solicitation by this reference.

### **3.3.2 Questions / Requests for Clarification**

All inquiries, whether relating to the solicitation process, administration, deadline or method of award, or to the intent or technical aspects of the solicitation must:

- Be emailed to the SPC
- Reference the OregonBuys bid number
- Identify Offeror's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the solicitation being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

### **3.3.3 Pre-Offer Conference**

A pre-submittal conference will not be held for this solicitation.

### **3.3.4 Offer Submission**

Offeror is solely responsible for ensuring its Offer is received by the SPC in accordance with the solicitation requirements before Opening. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Offers submitted by any means not authorized may be rejected.

#### **3.3.4.1 Submission Options**

OregonBuys Electronic Response. Offeror should submit its Offer electronically through OregonBuys. Offeror should follow the procedures outlined in detailed instructions on how to submit an Offer can be found at OregonBuys Vendor Formal Solicitation Response.pdf

Offeror shall submit one copy of its Offer and all other submittal requirements, with Attachment C - Offeror Information and Certification Sheet bearing the Offeror's authorized representative's Signature, in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). If Offeror believes any of its Offer is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Offeror shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Offeror shall also mark as "Confidential" in OregonBuys all attachments to its Offer that Offeror believes are exempt from disclosure

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

Offeror may submit its Offer and all other submittal requirements by email to the Sole Point of Contact (SPC). SPC's contact information is at the top of page one of this solicitation.

Offeror must register in OregonBuys regardless of the submission option Offeror chooses.

Offeror submitting by email must include the Bid Solicitation number in the subject of the email and must include their OregonBuys Vendor ID number in the body of the email.

### **3.3.5 Modification or Withdrawal of Quotes or Offers**

Any Offeror who wishes to make modifications to an Offer already received by Agency shall submit its modification in one of the manners listed in the offer Submission Options section and must denote the specific change(s) to the offer submission.

If an Offeror wishes to withdraw a submitted Offer, it shall do so prior to Opening. The Offeror shall submit a Written notice Signed by an authorized representative of its intent to withdraw its Offer in accordance with OAR 125-247-0440. The notice must include the OregonBuys Bid number and be submitted to the SPC.

### **3.3.6 Offer Opening Date**

Offer and all required submittal items must be received by the SPC on or before Opening. All Offer modifications or withdrawals must be completed prior to Opening.

Offers received after Opening are considered LATE and will NOT be accepted for evaluation. Late Offers will be returned to the respective Offeror or destroyed.

### **3.3.7 Offer Rejection**

Agency may reject an Offer for any of the following reasons:

- Offeror fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Offeror's authorized representative sign the offer.
- Offeror fails to meet the responsibility requirements of ORS 279B.110.
- Offeror has undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions.
- Offeror makes any contact regarding this solicitation with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Offeror attempts to inappropriately influence a member of the Evaluation Committee.
- Offeror is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the solicitation or Amendment.

### **3.3.8 Opening of Offers**

There will be no public Opening of Offers. Offers received will not be available for inspection until after the evaluation process has been completed and the Notice Award is issued. However, Agency will record and make available the identity of all Offerors after Opening.

### 3.4 OFFERS CONTENT REQUIREMENTS

Offeror must address each of the items listed in this section and all other requirements set forth in this solicitation. Offeror shall describe the Goods to be provided or the Services to be performed or both. An Offer that merely offers to provide the goods or services as stated in this solicitation will be considered non-Responsive to this solicitation and will not be considered further.

#### 3.4.1 Cover Letter

Offeror to include a Cover Letter (not to exceed 10 pages) that shall clearly describe and document the minimum technical requirements as follows:

- Offeror shall have a minimum of 1 year experience (paid or unpaid) with:
  - Planning and coordination of a project with several different partners.
  - Working with and building relationships with school districts and/or schools.
  - Customer service skills via telephone calls and virtual and in-person meetings.
- Offeror shall have organization and detail-oriented skills.
- Offeror shall have experience with Microsoft Word and Excel.

#### 3.4.2 Offeror Information and Certification Sheet

The Offeror shall complete and submit the Offeror Information and Certification Sheet (**Attachment C**).

#### 3.4.3 References

Provide at least 1 references from current or former clients that can demonstrate experience with similar projects performed within the last 3 years. References must verify the quality of previous, related experience.

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

Offeror shall send the Reference Check Form (**Attachment D**) to its references. Reference forms must be completed by the reference, returned to the Offeror and submitted with the Offer prior to opening.

### 3.4.4 Costs

Payment rates are preset by OHA for the initial Contract term as follows:

- **Services will be paid a rate of \$30.00 per hour.**

OHA anticipates that this will be part-time work. Scheduling will be negotiated after award.

### 3.4.5 Public Record/Confidential or Proprietary Information

All Offers are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If an Offeror believes that any portion of its Offer contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Offeror shall complete and submit the Disclosure Exemption Affidavit (Attachment B) and a fully redacted version of its Offer.

Offeror is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Offer, in whole, as exempt from disclosure is not acceptable. Agency advises each Offeror to consult with its own legal counsel regarding disclosure issues.

If Offeror fails to identify the portions of the Offer that Offeror claims are exempt from disclosure, Offeror has waived any future claim of non-disclosure of that information.

## 3.5 EVALUATION PROCESS

### 3.5.1 Responsiveness and Responsibility Determination

Offers received prior to Opening will be reviewed for Responsiveness to all solicitation requirements including compliance with Minimum Requirements section and offer Content Requirements section. If the Offer is unclear, the SPC may request clarification from Offeror. However, clarifications may not be used to rehabilitate a non-Responsive Offer. If the SPC finds the Offer non-Responsive, the Offer may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

At any time prior to award, Agency may reject an Offeror found to be not Responsible.

### 3.5.2 Evaluation Criteria

Offers meeting the requirements outlined in the Offer Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a score of 0% to 100% for each evaluation criterion listed below in this section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of offers. A response to a clarification request must be to clarify or explain portions of the already submitted Offer and may not contain new information not included in the original Offer.

### 3.6 NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Establishing a Competitive Range
- Presentations/Demonstrations/Additional Submittal Items
- Interviews
- Best and Final Offers

If Agency elects to conduct additional round(s), Agency shall provide written notice to all Offerors describing the next step. At any time, Agency may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest ranking Responsible Offeror; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

### 3.7 PREFERENCES

#### 3.7.1 Recycled Materials

In comparing Goods from two or more Offerors, if at least one Offeror proposes Goods manufactured with Recycled Materials, and at least 1 Offeror does not, Agency will select the Offeror proposing Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the cost of the Goods according to any applicable reciprocal preference.

#### 3.7.2 Tiebreakers

Oregon Supplies: If Agency receives Offerors identical in cost, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

### 3.8 POINT AND SCORE CALCULATIONS

Points are the total possible value for each section as listed in the table below.

<b>TOTAL POINTS POSSIBLE COVER LETTER:</b>	<b>100</b>
Minimum of 1 year of experience (paid or unpaid):	
Planning and coordination of a project with several different partners	25
Working with and building relationships with school districts and/or schools	25
Customer service skills via telephone calls and virtual and in-person meetings	30
Organization and detail-oriented skills	10
Experience with Microsoft Word and Excel	10

### **3.9 RANKING OF OFFERORS**

The SPC will total the final average score (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members), together with references, and final price. After each applicable preference has been applied, SPC will determine rank order for each respective Offer and Offeror, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

## **SECTION 4: AWARD AND NEGOTIATION**

### **4.1 AWARD NOTIFICATION PROCESS**

#### **4.1.1 Award Consideration**

Agency, if it awards a Contract, shall award a Contract to the highest ranking Responsible Offeror(s) based upon the scoring methodology and process described in Section 3. Agency may award less than the full Scope defined in this solicitation.

#### **4.1.2 Notice of Award**

Agency will notify all Offerors in Writing that Agency has awarded a Contract to the selected Offeror(s) subject to successful negotiation of any negotiable provisions.

### **4.2 SUCCESSFUL OFFEROR SUBMISSION REQUIREMENTS**

#### **4.2.1 Insurance**

Prior to execution of the Contract, the apparent successful Offeror shall secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in the solicitation or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating Negotiations and commencing Negotiations with the next highest ranking Offeror. Offeror is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (**Exhibit C of Attachment A**) prior to offer submission.

#### **4.2.2 Taxpayer Identification Number**

The apparent successful Offeror shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#) if either of the following applies:

- When requested by Agency (normally in an intent to award notice), or
- When the backup withholding status or any other information of Offeror has changed since the last submitted W-9 form, if any.

Agency will not make any payment until Agency has a properly completed W-9.

### 4.2.3 Business Registry

If selected for award, Offeror shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Offeror shall submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

## 4.3 CONTRACT NEGOTIATION

### 4.3.1 Negotiation

By submitting an offer, Offeror agrees to comply with the requirements of the solicitation, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms reserved for negotiation.

Offeror shall review the attached Sample Contract and note exceptions. Unless Offeror notes exceptions to the terms and conditions identified as negotiable in its Offer, the State intends to enter into a Contract with the successful Offeror substantially in the form set forth in Sample Contract (Attachment A). It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Offeror is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State.

Any Offer that is conditioned upon Agency's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

Agency will only negotiate the following provision:

- Term of the contract
- Descriptions of goods and services
- Compensation

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, Agency may terminate Negotiations and commence Negotiations with the next highest ranking Offeror.

## **SECTION 5: ADDITIONAL INFORMATION**

### **5.1 CERTIFIED FIRM PARTICIPATION**

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Agency encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Agency also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Contract has potential subcontracting opportunities, the successful Offeror may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

### **5.2 GOVERNING LAWS AND REGULATIONS**

This intermediate procurement is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this intermediate procurement, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

### **5.3 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Offers submitted in response to this solicitation become the property of Agency. By submitting an Offer in response to this solicitation, Offeror grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Offer solely for the purpose of evaluating the Offer, negotiating a Contract, if awarded to Offeror, or as otherwise needed to administer the intermediate procurement process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

### **5.4 CANCELLATION OF SOLICITATION; REJECTION OF OFFERS; NO DAMAGES.**

Pursuant to ORS 279B.100, Agency may reject any or all Offers in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any Offeror for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the solicitation, award, or rejection of any Offer.

## **5.5 COST OF SUBMITTING AN OFFER**

Offeror shall pay all the costs in submitting its offer, including, but not limited to, the costs to prepare and submit the offer, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

## **5.6 STATEWIDE E-WASTE/RECOVERY PROCEDURE**

If applicable, Offeror shall include information in its offer that demonstrates compliance with the Statewide E-Waste/Recovery Procedure 107-011-050\_PR. Download the procedure by visiting [www.oregon.gov/DAS](http://www.oregon.gov/DAS), then enter the procedure number into the search bar, and find the procedure in the search results window.

## **5.7 RECYCLABLE PRODUCTS**

Offeror shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025)

# **SECTION 6: LIST OF ATTACHMENTS**

ATTACHMENT A	SAMPLE CONTRACT
ATTACHMENT B	DISCLOSURE EXEMPTION AFFIDAVIT
ATTACHMENT C	OFFEROR INFORMATION AND CERTIFICATION SHEET
ATTACHMENT D	REFERENCE CHECK FORM
ATTACHMENT E	RESERVED
ATTACHMENT F	COBID CERTIFICATION / OUTREACH PLAN
ATTACHMENT G	RESPONSIBILITY INQUIRY

Attachment A Sample Contract



## **SAMPLE CONTRACT**

**Contract Number 000000**

### **STATE OF OREGON PERSONAL/PROFESSIONAL SERVICES CONTRACT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “**OHA**,” and

**Contractor**  
**d.b.a. Facility or Assumed Name**  
**Address**  
**Address**  
**Attention: (required)**  
**Telephone: (required)**  
**Fax: (optional)**  
**E-mail address: (required)**

hereinafter referred to as “**Contractor**.”

Work to be performed under this Contract relates principally to OHA’s

**(Fill in with name of Office, Program, etc.)**  
**(Insert address)**  
**(Insert city, state, zip)**  
**Contract Administrator: (Insert Name) or delegate**  
**Telephone: (Required)**  
**Fax: (Required)**  
**E-mail address: (Required)**

*Recitals (not standard practice but available as an option)*

**1. Effective Date and Duration.**

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice or on **[insert start date]**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **[insert end date]**. Contract termination shall not extinguish or prejudice OHA’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

**2. Contract Documents.**

**a.** This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no other contract documents unless specifically referenced and incorporated in this Contract.

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

**3. Consideration.**

**a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **[\$insert amount]**. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**b.** Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., “Payment and Financial Reporting.”

**c.** OHA will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, “Statement of Work.”

**4. Contractor or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Contractor is a subrecipient     Contractor is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: \_\_\_\_\_

**5. Contractor Data and Certification.**

**a. Contractor Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Contractor Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Is Contractor a nonresident alien**, as defined in 26 U.S.C. § 7701(b)(1)?

**(Check one box):**  **YES**  **NO**

**Business Designation:** (Check one box):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Professional Corporation  | <input type="checkbox"/> Nonprofit Corporation         | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Other               |

**Contractor Proof of Insurance.** Contractor shall provide the following information upon submission of the signed Contract. All insurance listed herein and required by Exhibit C must be in effect prior to Contract execution.

**Commercial General Liability Insurance Company:** \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Workers' Compensation:** Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box):  YES  NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

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

of Insurance as required and to maintain required coverage for the duration of the Contract;

- (2) Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- (3) The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue (DOR). The DOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including: (i) garnishing the Contractor’s compensation under this Contract; or (ii) exercising a right of setoff against Contractor’s compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the DOR collects debts;

- (4) The information shown in Section 5.a., “Contractor Information” above is Contractor’s true, accurate and correct information;
- (5) To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women

or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (6) Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (7) Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" currently found at: <https://www.sam.gov/portal/public/SAM/>;
- (8) Contractor is not subject to backup withholding because:
  - (a) Contractor is exempt from backup withholding;
  - (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- (9) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days.

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

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

- 6. Signatures.** This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

**Contractor Name**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

With Protect Form on, click here With Protect Form on, click here

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

## EXHIBIT A

### Part 1 Statement of Work

*(Be specific and complete)*

1. Services to be Provided by Contractor shall include:
  - a. **Description of outcomes.**
  - b. **Deliverables/Quantities.**
  - c. **Specifications or Performance Standards.** OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
  - d. **Delivery Schedule.**

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions.

a. As consideration for the services provided by Contractor during the period specified in Section **1., Effective Date and Duration**, of this Contract, OHA will pay to Contractor, a maximum not-to-exceed amount as specified in Section **3., Consideration** of this Contract, to be paid as follows:

(1)

#### b. Contractor Invoice.

(1) Contractor shall send all invoices to OHA's Contract Administrator at the address specified on page 1, or to any other address as OHA may indicate in writing to Contractor. Contractor's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

2. **Travel and Other Expenses.** OHA will not reimburse Contractor for any travel or additional expenses under this Contract.

## EXHIBIT A

### Part 3 Special Provisions

#### 1. Confidentiality of Information.

##### a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
  - (a) With respect to SSA records:
    - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
    - ii. Adhere to the same security requirements as employees of OHA;
    - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
    - iv. Provide its employees and agents the same security awareness training as OHA’s employees; and
    - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
  - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
    - i. Contractor and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the

background check requirements defined in IRS Publication 1075;

- ii. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
  - iii. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
  - iv. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS;
  - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
  - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
- (d) Contractor may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.
- b. Non-Client Information:**
- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
    - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
    - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;
    - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;
    - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
    - (e) Is disclosed with the written consent of the originating Party; or
    - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
  - (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.

- d.** “Client” means any individual, family or provider:
- (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
  - (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
  - (3) Who is under the custody, care, or both of OHA; or
  - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

**2. Amendments.**

- a.** Subject to Section 2.c. below, OHA reserves the right to amend or extend the Contract under the following general circumstances:
- (1) OHA may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the Contractor under this Contract.
  - (2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, OHA may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b.** OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP # [insert number] for the following:
- (1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.
- c.** Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed

by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, "Standard Terms and Conditions", Section 24. "Amendments; Waiver; Consent." of this Contract.

**3. Contractor Requirements to Report Abuse of Certain Classes of Persons.**

**a.** Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:

- (1) Children (ORS 419B.005 through 419B.045);
- (2) Elderly Persons (ORS 124.055 through 124.065);
- (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
- (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).

**b.** In addition to the requirements of Section 3.a. above, if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.

**c.** If known, the abuse report should contain the following:

- (1) The name and address of the abused person and any people responsible for that person's care;
- (2) The abused person's age;
- (3) The nature and the extent of the abuse, including any evidence of previous abuse;
- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks.**

**5. Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

**6. Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.

**7. Nondiscrimination.**

- a.** The Contractor must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.
- b.** As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles OHA to terminate this Contract for cause.
- c.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## EXHIBIT B

### Standard Terms and Conditions

- 1. Governing Law, 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 OHA or any other agency or department of the State of Oregon, or both, 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. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.
- 2. Compliance with Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. This Section shall survive expiration or termination of this Contract.
- 3. Independent Contractor.**

  - a.** Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b.** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
  - c.** Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.

- d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work, and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

**4. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to OHA that:

- (1) Contractor has the power and authority to enter into and perform this Contract;
- (2) The obligations set forth in this Contract, when executed and delivered, shall be valid and binding obligations of the Contractor enforceable in accordance with its terms;
- (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
- (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

**6. Funds Available and Authorized; Payments.**

- a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. **Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT). Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH)

transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT, UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA'S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF.

8. **Ownership of Work Product.**

- a. **Definitions.** As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:
- (1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Contractor.
  - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.
- b. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire,"

Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

**9. Indemnity.**

- a. CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 9.a. ABOVE, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT

OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

**10. Default; Remedies; Termination.**

**a. Default by Contractor.** Contractor shall be in default under this Contract if:

- (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this 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 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice; or
- (4) Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.

**b. OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a. above, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (1) termination of this Contract under Section 10.e.(2) below;
- (2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 7., "Recovery of Overpayment", of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a. above, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1) below.

- c. Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- d. Contractor's Remedies for OHA's Default.** In the event OHA terminates the Contract under Section 10.e.(1) below, or in the event OHA is in default under Section 10.c. above, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3) below, Contractor's sole monetary remedy shall be: (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., "Recovery of Overpayments", and may pursue any other remedy that may be available to it.
- e. Termination.**

  - (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Contract:

    - (a) For its convenience upon 30 days' prior written notice by OHA to Contractor;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products;
    - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's purchase of the Work or Work Products under this Contract is prohibited, or OHA is prohibited from paying for such Work or Work Products from the planned funding source; or
    - (d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any OHA client or recipient of

services under this Contract, including any Medicaid Eligible Individual, under its care.

- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a. above.
- (3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. above, and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.
- (4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.
- (6) Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

**11. Stop-Work Order.** OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., "Default; Remedies; Termination."

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

**12. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9., "INDEMNITY", NEITHER PARTY SHALL BE LIABLE

FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

13. **Insurance.** Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.
14. **Records Maintenance, Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Contractor acknowledges and agrees that OHA, the Secretary of State's Office, and the federal government, and their duly authorized representatives shall have access to all Records to perform examinations and audits, and to make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:
  - a. Six years following final payment and termination of this Contract;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract, without liability to Contractor, upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.
17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.
18. **Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract, in whole or in part, without the prior written approval of OHA. This Contract's provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.

- 19. No Third Party Beneficiaries.** OHA 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.
- 20. 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. This Section shall survive expiration or termination of this Contract.
- 21. 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 OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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635 Capitol Street NE, Suite 350  
Salem, OR 97301

This Section shall survive expiration or termination of this Contract.

- 22. Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
- 23. Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, regarding this Contract not specified herein.
- 24. Amendments; Waiver; Consent.** OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed

by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.

**25. Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract, or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:

- a.** Reducing or withholding payment under this Contract;
- b.** Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; or
- c.** Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10., "Default; Remedies; Termination", of this Contract.

## EXHIBIT C

### Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

#### **COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

#### **EXCESS/UMBRELLA INSURANCE:**

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

#### **ADDITIONAL INSURED:**

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

endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

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

**CERTIFICATE(S) AND PROOF 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) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

## EXHIBIT D

### Federal Terms and Conditions

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

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

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a.** Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- b.** If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible

under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

**10. Medicaid Services.** Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**11. Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a

corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d.** Contractor shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of

Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

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

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

Attachment B

## **ATTACHMENT B — DISCLOSURE EXEMPTION AFFIDAVIT**

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing [insert Offeror Name] (hereafter “Offeror”), hereby deposes and swears or affirms under penalty of perjury that:

I am an employee of the Offeror, I have knowledge of the Intermediate Procurement referenced herein, and I have full authority from the Offeror to submit this affidavit and accept the responsibilities stated herein.

I am aware that the Offeror has submitted an Offer, dated on or about [insert date] (the “Offer”), to the State of Oregon (State) in response to Intermediate Procurement [insert Oregon Buys Bid #], for [insert description of Intermediate Procurement], and I am familiar with the contents of the Intermediate Procurement and Offer.

I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Offer is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

I have reviewed the information contained in the Offer. The Offeror believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

is not patented,

is known only to certain individuals within the Offeror’s organization and that is used in a business the Offeror conducts,

has actual or potential commercial value, and

gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

Is the subject of efforts by the Offeror that are reasonable under the circumstances to maintain its secrecy.

I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

\_\_\_\_\_

Affiant's Signature

State of \_\_\_\_\_)

) ss:

County of \_\_\_\_\_)

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (Affiant's name).

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A TO ATTACHMENT B**

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

Attachment C

## ATTACHMENT C — OFFEROR INFORMATION AND CERTIFICATION SHEET

Legal Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Oregon Business Registry Number (if required): \_\_\_\_\_

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

1. Offeror understands and accepts the requirements of this INTERMEDIATE PROCUREMENT. By submitting a Offer, Offeror agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Amendment, except for those terms and conditions that Agency has reserved for negotiation, as identified in the INTERMEDIATE PROCUREMENT.
2. Offeror acknowledges receipt of any and all Amendments to this INTERMEDIATE PROCUREMENT.
3. Offer is a Firm Offer for 180 days following the Opening.
4. If awarded a Contract, Offeror agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Offeror's payment of taxes and by signing below. I hereby certify that, to the best of my knowledge, Offeror is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Offeror does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Offeror does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owned or an emerging small business. If applicable, Offeror has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Offeror that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.
7. Offeror complies with ORS 652.220 and does not unlawfully discriminate against any of Offeror's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of

persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Offeror is not engaged in the provision of broadband Internet access service, or if at any time Offeror is engaged in or may engage in the provision of broadband Internet access service Offeror is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
9. Offeror and Offeror's employees, agents, and subcontractors are not included on:
  - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
10. Offeror certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Offeror, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the INTERMEDIATE PROCUREMENT. If any changes occur with respect to Offeror's status regarding conflict of interest, Offeror shall promptly notify the State in writing.
11. Offeror certifies that all contents of the Offer (including any other forms or documentation, if required under this INTERMEDIATE PROCUREMENT) and this Offer Certification Sheet are truthful and accurate and have been prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty.
12. Offeror understands that any statement or representation it makes, in response to this INTERMEDIATE PROCUREMENT, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
13. Offeror acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.

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Authorized Signature

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Date

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(Printed Name and Title)

Attachment D

## ATTACHMENT D - REFERENCE CHECK FORM

Offeror Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Please rate the following questions on a scale of 0-10:

0 = Not satisfied      5 = Moderately satisfied      10 = Extremely satisfied.

How would you rate the Offeror's overall quality of services provided and your overall relationship with the Offeror?

Score: \_\_\_\_\_

Comments: \_\_\_\_\_

How would you rate the Offeror's delivery of service?

Score: \_\_\_\_\_

Comments: \_\_\_\_\_

How would you rate the Offeror's responsiveness to customer service issues and special requests (e.g., reported problems, changes billing, etc.)?

Score: \_\_\_\_\_

Comments: \_\_\_\_\_

**Attachment E**

**RESERVED**

Attachment F

## ATTACHMENT F –CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Offeror certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

**1. Is Offeror an Oregon certified firm?** Yes  No

If yes, indicate all certification type(s): DBE  MBE  WBE  SDV  ESB  and supply

Oregon State Certification Number: \_\_\_\_\_

**2. Include a list of Certified Firms that Offeror has had a contractual relationship with within the last two years.**

**3. Include a list of firms that Offeror has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.**

**4. Does Offeror foresee any subcontracting opportunities for this procurement?** Yes  No

If no, do not complete the rest of this form and submit this first page with your Offer.

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

## **CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN**

**5. Describe the steps Offeror will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.**

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

**7. Would Offeror be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?**

Attachment G

## ATTACHMENT G - RESPONSIBILITY INQUIRY

**SECTION 7:** Agency will determine responsibility of a Bidder prior to award and execution of a Contract. In addition to this form, Agency may notify Bidder of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

Does Bidder have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Bidder to meet all contractual responsibilities? **YES**  / **NO** .

Within the last five years, how many contracts of a similar nature has Bidder completed that, to the extent that the costs associated with and time available to perform the contract remained within Bidder's control, Bidder stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

**SECTION 8:** How many contracts did not meet those standards? Number: \_\_\_\_ If any, please explain.

Response:

Within the last three years has Bidder (incl. a partner or shareholder owning 10% or more of Bidder's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:

obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,  
violation of federal or state antitrust statutes relating to the submission of bids, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES**  / **NO** .

**SECTION 9:** If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

Within the last three years, has Bidder had:

any contracts terminated for default by any government agency, or any lawsuits filed against it by creditors or involving contract disputes? **YES**  / **NO** .

**SECTION 10:** If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

Does Bidder have any outstanding or pending judgments against it? **YES**  / **NO** .

**QUESTION 11:** Is Bidder experiencing financial distress or having difficulty securing financing? **YES**  / **NO** .

**QUESTION 12:** Does Bidder have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES**  / **NO**

**QUESTION 13:** If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

Within the last three years, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES**  / **NO** .

**QUESTION 14:** If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

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

**QUESTION 15:** If "NO," please explain.

Response:

Pay Equity Certificate. Does a current authorized representative of Bidder possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES**  / **NO**  / **N/A** . [If the certificate was provided with the Bid submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. Just indicate "see Bid" in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

o **AUTHORIZED SIGNATURE**

**QUESTION 16:** By signature below, the undersigned Authorized Representative on behalf of Bidder certifies to the best of his or her knowledge and believes the responses provided on this form are complete, accurate, and not misleading.

:	Bidder Name:	:	ITB:
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	:	Project Name:
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Authorized Signature Date

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Print Name Title