

STATE OF OREGON



COVER PAGE

**Oregon Department of Human Services
Office of Child Welfare Programs
INDIVIDUAL RESIDENTIAL CARE SERVICES
Request for Applications (RFA)
OREGONBUYS # S-10000-00008917**

Date of Issue: February 8, 2024

Closing Date: February 7, 2025, 3:00 PM

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LIST OF ATTACHMENTS:

ATTACHMENT A	SAMPLE CONTRACT FORM
ATTACHMENT B	DISCLOSURE EXEMPTION – (If required by the Applicant)
ATTACHMENT C	APPLICANT INFORMATION, CERTIFICATION,
ATTACHMENT D	PROPOSED BUDGET – (Created by the Applicant)
ATTACHMENT E	COBID CERTIFICATION / OUTREACH PLAN – (Optional)
ATTACHMENT F	RESPONSIBILITY INQUIRY
ATTACHMENT G	REFERENCES
ATTACHMENT H	STATE SERVICE MAP

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through its Oregon Department of Human Services (“Agency”), is seeking applications (“Application Packet”) from qualified Applicants to create and provide an Individual Residential Care (IRC) program that is designed to support children and young adults ranging from ages 5 thru 21, who are in the care and custody of Agency, that have extraordinary needs that require specialized one on one care. IRC program must take place in a Child Caring Agency (CCA) setting pursuant to Oregon Administrative Rule (OAR) 419-400-0005 thru OAR 419-400-0310 that serves one Client at a time, while working toward recommended care settings or until a more permanent plan can be achieved, or both.

The IRC program outlined in this RFA is a new project for the Agency.

Additional details on the required goods or services or both of the IRC program are included in Section 3, “Scope of Work”.

Agency anticipates the award of a maximum of seven Contracts from this RFA. , Applicants must be able to service the whole State of Oregon. Agency reserves the right to not move forward with all that apply depending on the need of the service area and the minimum qualifications, (See Section 4.2). Agency also reserves the right to close the whole RFA early depending on Applicant responses and the needs of the service area.

Agency may provide start-up costs to successful Applicant(s) to support the development of an IRC program, if applicable. Estimated start-up costs would include the following: Facility, Staff and supply costs.

Eligible Applicant(s) may include, but are not limited to, Community Based Organizations (CBOs), other community organizations, businesses, and governmental entities. While governmental Applicants do not compete on the same basis as private sector Applicants, Agency will review governmental applications according to the criteria described in this RFA and governmental Applicants must comply with all requirements applicable to governmental entities. Agency may enter into multiple Intergovernmental Agreements (“IGAs”) as a result of this RFA.

The initial term of any Contract or IGA awarded from this RFA is anticipated to be for two years, with the option to renew up to a cumulative maximum term of five years.

1.2 SINGLE POINT OF CONTACT (SPC)

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

1.3 AUTHORITY AND METHOD

Agency is issuing this RFA pursuant to its authority under OAR 125-247-0288(2) and Special

Procurement REQ-DASOBO-00019979, Request for Applications.

1.4 SCHEDULE

Application Packets will be received until the Closing date and time as referenced on the cover page of this RFA. Application Packets received after the Closing date and time shall be deemed late and will not be considered for review and evaluation.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Events	Date	Time
Pre-Application Conference	February 21, 2024	9:00 AM
Questions / Requests for Clarification Due	February 29, 2024	3:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	Within 5 business days of receiving question(s)	
Applications will be accepted continuously until Closing listed on Page 1		
Application review and approval	Approximately 45 calendar days after the date an Application is received.	
Contract Negotiations	After Agency approval of an Application.	
Contract award notice	Upon completion of contract negotiations between Agency and Applicant.	

1.5 OVERVIEW AND PURPOSE

1.5.1 Agency Overview and Background

The Office of Child Welfare Programs (OCWP) is a program within Agency. The program defines and develops safety, well-being, and permanency programs for the administration of child welfare services; proposes legislation; sets standards of practice and expectations by development of administrative rules and policy for the safety, well-being, and permanency of children and young adults. The Office of Child Welfare Programs manages a continuum of safety, family based, and out-of-home care services, including child protective services, in-home services, out-of-home services, residential treatment, adoptive placements, post-adoptive services, youth transition services and federal programing.

1.6 RFA PROJECT PURPOSE

The purpose of the Individual Residential Care Program is to support children and young adults with extraordinary needs in a skilled and individualized Child Caring Agency (“CCA”) settings serving one client at a time, while working toward access to recommended care settings /or permanency, or both.

The IRC program is a new initiative designed to support children and young adults who are not able to efficiently access the recommended level of care needed and have complex needs such as: psychiatric care, settings certified to support children with IDD/DD needs, and/or Qualified Residential Treatment Programs. Additionally for children or young adults who cannot access any current placement and/or service settings within the children’s continuum of care as those settings may not meet the child or young adult’s immediate needs. For example: a child or young adult that doesn’t meet qualifications for a PRTF level of care, but their acuity is significant creating concern of safety, risk and liability in CCAs. These are children and young adults that are heavily found in the TL cohort and have extraordinary needs.

SECTION 2: DEFINITION OF TERMS

2.1 RFA DEFINITION OF TERMS

For the purposes of this RFA, excluding Attachment A, “Sample Contract”, capitalized words will refer to the following definitions.

2.1.1 “Applicant” – means the person or legal entity that submits an Application Packet for review and consideration

2.1.2 “Application Packet” or “Application” –means a written response submitted to Agency in response to this RFA, containing all the documents described herein, to be considered for a Contract. The Application Packet submission requirements are found in Section 3, “Application Packet Requirements and Submission”.

2.1.3 “Child Caring Agency” or “CCA” – means, per Oregon Revised Statute (ORS) 418.205, any private school, private agency, or private organization providing the following services:

- Day treatment for children with emotional disturbances;
- Adoption placement services;
- Residential care including, but not limited to, foster care or residential treatment for children;
- Outdoor youth programs;
- A secure transportation services provider;
- Any private organization or person that provides secure transportation services as defined by ORS 418.205(2)(a)(B);or
- Other similar care or services for children.

2.1.4 “Client” – means the Child Welfare participant, adult or Child, who is receiving

the service under an awarded Contract.

- 2.1.5 “Comprehensive Assessment”** – Documentation on the child or young adult’s needs, strengths, team/family goals, discharge planning and transition. This will also include services provided to the child or young adult, incident reports, and monthly progress reporting.
- 2.1.6 “Contract” or “(IGA)”** – means the written document awarded as a result of this RFA.
- 2.1.7 “Contractor”** – means the Applicant(s) selected through this RFA to enter into a Contract or IGA with the Agency to perform the services of the Individual Residential Care program.
- 2.1.8 “Individual Care Committee”** – means a multi-disciplinary team that is facilitated by the Agency that will identify a child or a young adult who needs additional support and will determine the child or young adult’s eligibility for the Individual Residential Care program.
- 2.1.9 “Key Personnel” or “Key Persons”** – means the person or persons on Applicant’s staff to be assigned to perform the Work under the Contract.
- 2.1.10 “Psychiatric Residential Treatment Facility” or “PRTF”** – means a non-hospital facility that provides intensive behavioral health inpatient services to children and young adults who have complex health issues that require more treatment than outpatient settings can offer.
- 2.1.11 “Service Area”** – means the area defined in Attachment H in the table of specific geographic areas where Individual Residential Care Services shall be provided.
- 2.1.12 “Temporary Lodging” or “TL”** – means when no placement can be found for a youth, and they stay overnight in a hotel with Agency’s Child Welfare workers, while the Agency works to resolve the placement crisis.

2.2 OREGONBUYS TERMINOLOGY

Terminology specific to the OregonBuys electronic procurement system follows.

- 2.2.1 Amendment** – means a change or addition to a Bid Solicitation. An Amendment to a Bid Solicitation is the same as an Addendum to a Request for Application. OregonBuys modifications, if any, to this RFA will be made by written Amendment(s). Intent to Award notices will be posted as Amendments to the Bid Solicitation.
- 2.2.2 Attachments** described in subsection 4.3.2-4.3.6 and Section 7 of this RFA are Attachments in OregonBuys. If required for an Application, these Attachments must be downloaded from OregonBuys in addition to this RFA Document.
- 2.2.3 Bid or Bid Solicitation** – means Application or Request for Application for the purposes of this RFA.
- 2.2.4 Bid Availability Date** – means the date and time the Bid Solicitation will be visible in OregonBuys for vendors to respond.

2.2.5 Bid Opening Date - means the date and time Applicants must submit their Application by in OregonBuys to be considered for review and evaluation.

2.2.6 Vendor – means to the public or private entity that registers in OregonBuys to respond to Bid Solicitations or view awarded contracts and agreements.

2.3 OREGONBUYS RESOURCES:

2.3.1 For Assistance with OregonBuys (Vendor Help Desk):

Email: suppliersupport@periscopeholdings.com

Phone: 1-855-800-5046

2.3.2 For information on how to register as a Vendor in OregonBuys:

<https://www.oregon.gov/das/ORBuys/Documents/SupplierRegistrationQuickSteps.pdf>

2.3.3 For guidelines on how to find an open or closed Bid Solicitation in OregonBuys:

2.3.4 <https://www.oregon.gov/das/ORBuys/Documents/How%20to%20advance%20search%20in%20OregonBuys.pdf>

2.3.5 Detailed instructions on how to submit an Application (“Quote”) in OregonBuys:

<https://www.oregon.gov/das/ORBuys/Documents/OregonBuys%20Vendor%20Formal%20Solicitation%20Response.pdf>

If the above-links are not an option, obtain the information through the Vendor Help Desk by phone or email, or contact the SPC.

SECTION 3: SCOPE OF WORK

3.1 OVERVIEW

IRC program is a new initiative designed to support children or young adults who are not able to efficiently access the recommended level of care needed. The setting the child or young adult is needing but is not efficiently able to access such as: psychiatric care, settings certified to support children with IDD/DD needs, and/or Qualified Residential Treatment Programs. Additionally for children or young adults who cannot access any current placement and/or service settings within the children’s continuum of care as those settings may not meet the child or young adult’s immediate needs. For example: a child or young adult that doesn’t meet qualifications for a PRTF level of care, but their acuity is significant creating concern

of safety, risk and liability in CCAs. These are children and young adults that are heavily found in the TL Cohort and have extraordinary needs.

3.2 GENERAL INFORMATION

- 3.2.1** After execution of a Contract, the Applicant will be designated as a Contractor and will perform the services and complete the Work described in this Section 3, "Scope of Work". Agency and the selected Applicant(s) will negotiate a final Statement of Work for the Contract. The Statement of Work will include provisions based on this Scope of Work, the successful Applicant's Application, or other terms and conditions negotiated by the parties or required by statute or rule.
- 3.2.2** Pursuant to ORS 279B.060(2)(c), the Agency requires Applicant to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The work to be performed for the Individual Residential Care Services awarded through this RFA will include the following:
- 3.2.3** Services for children or young adults, are referred by the Agency or Federally Recognized Tribal Nation's child welfare agency (referring agent), are based on the child or young adult's needs. Services are designed to individually address the needs of the child or young adult at various ages and stages of readiness.
- 3.2.4** The Applicant is required to accept all referrals made by a Referring Agency' for children ages 5-17 and young adults ages 18-21 of all genders, including actual or perceived gender identity.
- 3.2.5** Determination for referrals will be conducted by a multi-disciplinary team facilitated by the Agency called the Individual Care Committee. This Committee will identify a child or young adult who needs additional support and will determine the eligibility for the Individual Residential Care Services.
- 3.2.6** Contractor will process admissions 24/7.(See 3.5.1)
- 3.2.7** Referrals will be prioritized in partnership with the Contractor through a "no reject" policy. (See Section 3.5.8)
- 3.2.8** Any Child or young adult that meets admission criteria shall be accepted into the program as capacity.(See Section 3.3)
- 3.2.9** Detailed minimal eject policy, approved by the agency, limited to escalation to detention/closed custody or a hospitalization setting with no more than 5% of children/young adults ejected in a 12-month period. (Section 3.5.9)
- 3.2.10** Children or young adults referred may have PRTF authorization or eligibility in other levels of care such as through Office of Developmental Disability Services.

- 3.2.11** This RFA includes a 2-year evaluation period, after which Agency expects to review and determine whether to amend existing contracts for the remainder of the 5-year contract period. The evaluation period will include selected assessment of child or young adult outcomes. However, the primary areas for evaluation during this evaluation period will be focused on implementation and sustainability. Data will be collected from providers, caseworkers, agency and staff to analyze the IRC including; the design of the service model, referral issues, identified training needs or any other issues that arise. The data collection burden is not expected to exceed that which typically occurs during the provider review process, this is to support future informed decision-making choices.

3.3 INTAKE/PLACEMENT:

- 3.3.1** Placement and care will be in a licensed residential building (OAR 419-470-0010 to OAR 419-470-0180) operated in a facility based structure or home like setting that can meet licensure requirements;
- 3.3.2** Intake for placement will occur within 24-hours of referral;
- 3.3.3** Within 48 hours of intake, an Individualized Service Plan will be developed to include; safety plan and behavior management plans.
- 3.3.4** All Services shall be individualized, and both inclusive of, and attentive to the following:
- A range of ages,
 - Cultural identities:
 - Sexual orientation: and
 - Gender identity and expression.

3.4 STAFFING:

- 3.4.1** All Applicant's employees hired into or currently employed in the positions listed below, and providing services under this Contract, must meet or exceed the staff qualifications and competencies required by the OHA under OAR 309-022-0120 and 309-022-0125 as a Qualified Mental Health Associate (QMHA) as defined in OAR 309-019-0105(94), a Qualified Mental Health Professional (QMHP) as defined in OAR 309-019-0105(95), a Licensed QMHP, or a Licensed Medical Practitioner as appropriate for each role.
- 3.4.2** Supervising Staff must have a bachelors from an accredited college or University. Supervisor must also show two years of serving children with complex needs either in Child Welfare, I/DD services or mental health settings. A combination of formal education and experience serving children may be substituted for a Bachelor's Degree.
- 3.4.3** Direct care staff must have a minimum of 2yrs experience supporting children

with complex needs.

- 3.4.4** At least one staff member must be designated to support family engagement including integration of family and/or natural supports into case planning (visitation, supporting youth to develop and strengthen natural relationships, etc.) and decision making.
- 3.4.5** Staff must be certified in a physical restraint model, as described in OAR 419-400-0170, to safely intervene when children or young adults place themselves or others in risk of imminent harm.
- 3.4.6** Services require supervision and skilled interventions, knowledge or expertise in supports related to those who have the following potential needs:
 - Psychiatric needs or instability (does not include the provision of psychiatric treatment services) which may include self-harm and suicidality;
 - Serious aggression requiring physical interventions;
 - In Intellectual and/or developmental disabilities.

3.5 CONTRACTOR REQUIREMENTS:

- 3.5.1** Contractor will process admissions 24/7;
- 3.5.2** The Contractor is required to serve children ages 5-17 and young adults ages 18-21 of all genders, including actual or perceived gender identity.
- 3.5.3** Staffing based on the individual child or young adult's needs with the ability to meet UP TO a 3 (Staff):1(Child and Young Adult's) ratio requirement.
- 3.5.4** Coordination of services with other providers and professionals to collaborate on strengths, needs and supports. This includes facilitating, coordinating and scheduling medical and mental health/clinical services and providing transportation to appointments.
- 3.5.5** Individualized service plans designed to meet a child or young adult's comprehensive needs such as ADL's, enhanced supervision, medical needs.
- 3.5.6** Some children or young adults served may require comprehensive assessments as provided by other state authorities, or their delegates, such as Development Disabilities or Behavioral Health providers to better understand needed services and care.
- 3.5.7** Will require a comprehensive assessment developed within 30 days of placement. This will document the child or young adult's needs, strengths, team/family goals, discharge planning and transition planning. Documentation should include at a minimum: services provided to child or young adult, an incident reports; and monthly progress reporting.

3.5.8 The program will accept all referrals from the agency and develop a “no reject” policy that will outline how the contractor will manage unknown needs of youth entering their service.

3.5.9 The program will not prematurely discharge or ‘eject’ Clients from the program. Contractor will develop a “no eject” policy that will outline their procedure for welcoming youth back to the placement setting and managing behaviors after short absences. Exception to no eject requirement are:

- The youth is recommended for psychiatric hospitalization and a bed is immediately available.
- Youth is incarcerated.
- Legal action prevents youth’s return to the contractor as a victim has been identified to work or live in the placement setting.
- The eject policy will be detailed and approved by the agency, limited to escalation to detention/closed custody or a hospitalization setting with no more than 5% of children/young adults ejected in a 12-month period.

3.6 CONTRACTOR SELECTION PROCESS

Applicant understands Agency may have a Contract with multiple Contractors to provide services in the same service area. Agency will make every effort to engage each Contractor, however Agency makes no guarantee that any services will be authorized to be provided under any Contract. Agency reserves the right, in its sole discretion, to determine the Contractor best suited to provide services.

3.6.1 Multiple Contracts. In the event of multiple Contracts within the same service area, Agency will select a Contractor within the pool of awarded Contractors in the same service area to provide the needed service based on the following given information:

- Contractor’s geographical limits;
- Contractor’s ability to meet the needs of the Client;
- How quickly Contractor is available respond.
- Contractor’s ability to respond to emergency requests; and
- Contractor’s referral hours.
- Drawing of Lots. In the event more than one Contractor within the pool of awarded Contractors in the same service delivery area are equally able to provide the needed service pursuant to Section 2.4.11.1, Agency will enter all eligible Contractors into a random name selector, <https://wheelofnames.com>, or similar to determine which Contractor will receive the referral authorizing services to be provided.

3.7 REQUIRED SERVICES GOALS:

The overarching goals of the Individual Residential Care Service is to ensure child/young adult safety while providing individualized supports and case planning.

- 3.7.1 Perform services within a trauma-informed, therapeutic environment.
- 3.7.2 Ensure the physical, emotional and financial safety of children care.
- 3.7.3 Adhere to admission timeline as outlined below:
- 3.7.4 Supports should include a range of assistance; such as developmentally appropriate services, provided to persons with disabilities and chronic conditions. Which enables them to accomplish tasks, which they would normally do for themselves if they did not have a disability or chronic condition.
- 3.7.5 Assistance may be in the form of hands-on assistance (actually performing a personal care task for a person) or cueing (redirecting) so that the person performs the task by him or herself. This could include eating, bathing, dressing, toileting, transferring, and maintaining continence, more complex life activities and could include; personal hygiene, light housework, laundry, meal preparation, transportation, grocery shopping, using the telephone, medication management, and money management. Supports can be provided on a continuing basis or on episodic occasions.
- 3.7.6 Maintain staff infrastructure and program operations to allow placement for 1 child/young adult at all times during periods of vacancy.
- 3.7.7 Creation of an emergency transition plan for child or young adult to re-enter contractors' placement setting from temporary absences when child/young adult goes to an Emergency setting such as a hospital or detention center.

3.8 CASE PLANNING/TRANSITION PLANNING:

- 3.8.1 The Child & Family Team will meet a minimum of twice per month for planning meetings including, but not limited to; the child and family (and/or natural supports) team and contract administrator to review services, permanent planning efforts and timeline to achieve successful transition. This includes updating written service plans.
- 3.8.2 Quarterly placement redetermination staffing with the **Individual Care Committee**.
- 3.8.3 The **Transition Plan** that is to be crafted by the Contractor describing how the child or young adult will successfully transition from its program to the recommended level of care or community and identifying the aftercare services that must be provided following discharge. Discharge supports will include 180 days of training and/or coaching based skill development to support the

aftercare resource's ability to meet the needs of the child or young adult. The plan should be individualized, including the following categories at minimum (Personal Growth & Social Development, Family Support & Healthy Relationships, home safety and community safety, ongoing outpatient services Risk Prevention, Education, respite and other supports required to meet the child or young adult's ongoing needs while focusing on the first 6 months of discharge and the services necessary to help the children and young adults achieve their goals.

3.9 PROGRAM OUTCOMES

Conclusion of service results from achievement of the following program outcome measures based on objective key results.

- 3.9.1** Children/Young Adults do not discharge to Temporary Lodging including situations where a youth enters an intermediate placement at an Emergency Department and then transition to Temporary Lodging.
- 3.9.2** Treatment plans reflect permanency planning that is practical and actionable.
- 3.9.3** Integrated collaboration with the child and family team. Example: service plans are co-created (portions authored) by the youth, family, caseworker.
- 3.9.4** Strengthening and supporting the development of community and natural supports.
- 3.9.5** Recommendations for system change based on advocacy for and exhausting all available community supports for the individual needs of children/young adults served, reporting on outcomes annually.
- 3.9.6** All youth referred are accepted to the program in a timely and thoughtful manner without unnecessary stays in Temporary Lodgings being used during the referral process;
- 3.9.7** Exception provided when a youth is referred from Temporary Lodging opposed to a referral prior to the use of Temporary lodging.
- 3.9.8** Applicant shall create key performance indicators based on outcome goals. Structure of this level of care will be determined by program outcomes and key performance measures.

SECTION 4 APPLICATION PACKET REQUIREMENTS AND SUBMISSION

4.1 APPLICATION REQUIREMENTS:

4.1.1 General Information:

- 4.1.1.1** By submitting an Application, Applicant agrees to comply with the requirements of this RFA including the terms and conditions of Attachment A Sample Contract.
- 4.1.1.2** Applicant must use OregonBuys to submit the documents listed in subsection 4.2 and 4.3 below.
- 4.1.1.3** The Application Packet should only contain the RFA required materials. Any other materials may not be reviewed or considered. (See Section 4.2-4.3 for Application Packet materials)
- 4.1.1.4** Instructions for completing and submitting an Application Packet are stated in the subsections below.
- 4.1.1.5** To keep documents from public view in OregonBuys, an Applicant must mark the documents as Confidential. (See Sub-Section 7.1 “Disclosure Exemption”)
- 4.1.1.6** Applicant should reference the subsections listed in this Section 4, “Application”. Responses should be labeled to indicate the criteria being addressed.
- 4.1.1.7** Applicant should not include extensive artwork, unusual printing, marketing, or advertising material not essential to the utility and clarity of the Application, unless requested by Agency. Applicant’s application should be straightforward and address the requests of the Bid Solicitation. Applications containing unsolicited material may receive a lower evaluation score if required information is difficult to locate.
- 4.1.1.8** Applications will be reviewed in order by the date submitted in OregonBuys, (See Section 1.4, “Schedule” for opening dates). After the Application is submitted, Applicants may send an email to the SPC and request the status of an Application.
- 4.1.1.9** Applications will be reviewed and evaluated by members of a Review Committee of subject matter experts from the Agency. The Review Committee members may change, or Agency may have additional or fewer members, during the review process.
- 4.1.1.10** The Review Committee may need clarification of an Application to get a better understanding of an Applicants ability to be an Individual Residential Care provider. The SPC will contact the

Applicant for the Review Committee to clarify or explain the submitted Application.

- 4.1.1.11** Agency reserves the right to approve Applications in compliance with the skill and experience needed for Individual Residential Care Services in specific locations. (See Section 4.2, “Minimum Qualifications.”)
- 4.1.1.12** Agency reserves the right to deny an Application. If one or more Applications are received simultaneously, with-in a service area. Agency reserves the right to select the Applicants with a combination of the highest level of expertise and experience. This determination will be based on the needs of the area and the needs of the children and young adults who need services.
- 4.1.1.13** An Applicant may re-apply if the Review Committee determines the Applicant is not eligible for a Contract. This Application must be submitted before the OregonBuys Bid Opening Due Date and Time. (See Sub-Section 1.4 “Schedule”).

4.2 MINIMUM QUALIFICATIONS

To be considered for award, Application and Applicant must meet the following requirements:

- 4.2.1 Application Packet Requirements.** The Application, consisting of completed Attachments from this RFA, must be formatted and received by Agency in the order listed in Section 4.3 “Submission Requirements”. The Application must demonstrate how Applicant and its staff meet all the requirements of this Section 4.2:
- 4.2.2 Currently certified as a Licensed Child Caring Agency (CCA), OAR 413-215.** Submit a copy of current certification,
 - 4.2.2.1 If not a current CCA,** in accordance with requirements set forth in the following administrative rules: Licensing Umbrella Rules, OAR 413-215-0001 to 0131; and thereafter (as applicable) show ability to comply with the following OAR requirements with Application Packet.
 - 4.2.2.2** If Applicant has **other current program licensure or certifications** submit a copy of those certifications.
- 4.2.3 Executive Director Education and Experience:**
 - 4.2.3.1** The Executive Director shall submit a Bachelor’s Degree from an accredited College or University; And show two years of professional experience in management of a medium to large organization, business agency or governmental entity (City, county or special district?)

- Major in Psychology,
- Sociology,
- Social work,
- Social science,
- Education,
- or a closely allied field?

4.2.3.2 OR if Applicants Executive Director does not have the above degree did Applicants Executive Director show experience of a minimum four years in supervision or management of an organization, business, agency, or governmental entity preferably in social services or education. Management experience must meet the minimum requirement to include the following:

- Development of long and short-range goals and plan;
- Program evaluation;
- Development of program rules and policies;
- Development of program rules and policies;
- Development and management of technology and information-systems;
- Budget planning and development; and
- Supervision and on-boarding of staff (hiring, training, assignment) and review of work, performance evaluation, and disciplinary action.

4.2.4 Applicants Key Persons:

- 4.2.4.1 Applicants Supervising Staff** must have and submit a Bachelor's Degree from an accredited College or University, along with showing two years of serving children with her in Child Welfare, I/DD services or mental health settings?
- 4.2.4.2 OR** if the Applicants Supervising Staff does not have a Bachelor's Degree from an accredited College or University submit a combination of formal education and experience serving children.
- 4.2.4.3 Direct Care Staff** must show they have a minimum of two years' experience supporting children with complex needs; or
- 4.2.4.4 Employees Hired** into or currently employed in the positions listed below, and providing services under this Contract, must meet or exceed the staff qualifications and competencies required by the OHA under OAR 309-022-0120 and 309-022-0125 as a Qualified Mental Health Associate (QMHA) as defined in OAR 309-019-0125(13), a Qualified Mental Health Professional (QMHP) as defined in OAR 309-019-0125(14), a Licensed QMHP, or a Licensed Medical Practitioner as appropriate for each role.

- At least one staff member must be designated to support family engagements including integration of family and/or natural supports into case planning (visitation, supporting youth to develop and strengthen natural relationships, etc.) and decision making.
- Staff must be certified in a physical restraint model, as described in OAR 419-400-0170, to safely intervene when children or young adults place themselves or others in risk of imminent harm.

4.2.5 Applicant will give a brief explanation of the following:

- 4.2.5.1 Organizational Capacity:** Describe the Applicant's business management experience past and current strategies in managing a Child Caring Agency (CCA) or other type setting serving Children and young adults. Did the Applicants' experience and capacity to perform the work described in this RFA include the following?
- Experience with project coordination and evaluation;
 - Experience in hiring, on-boarding/training, and retaining staff to meet the required activities for a variety of services;
 - Experience implementing new services; and
 - Capacity to begin and continue the Work for the period described in this RFA.
- 4.2.5.2 Fiscal Stability:** Applicant must describe experience with and current strategies for; ensuring that the Applicant conducts business in a fiscally responsible manner and remains financially solvent through the proposed Contract period. Identify the staff or board members that have fiscal responsibilities. . If the Applicant is a "new" business, (Within the last 24 months) include a copy of a business plan completed within the last year.
- 4.2.5.3 Implementation Plan:** Briefly describe how Applicant will carry out the major activities of this project in context with the Scope of Work, as described in Section 3 of this RFA. Provide a comprehensive management plan that the Applicant intends to follow. Illustrate the related questions, how the plan will serve to coordinate and accomplish the Work and furnish the deliverables described in Section 3.
- 4.2.5.3.1 Applicant Project Philosophy:** Describe your philosophy of positive youth development and how your agency integrates trauma-informed practices when working with foster children or young adults.
- 4.2.5.3.2 Applicant Current Practice Implementation:** Describe how you acquire and maintain knowledge of the latest research and practices around working with these populations of children and young adults, such as developmentally appropriate programming, trauma informed care, suicide

prevention/intervention, LGBTQIA+ issues, etc. Describe how your services will be responsive to children and young adults with the following needs:

- Youth, ages –5-17;
- Developmental disabilities;
- Physical disabilities;
- Mental health symptoms;
- Substance use ;
- Sexualized behaviors; adjudicated/non-adjudicated/registered sex offenders;
- Anger/aggression issues;
- Lack of engagement.

4.2.5.3.3 Applicant Current Practice Assessment and Evaluation:

Describe how you will assess the children or young adults. Include how you will use the assessment results to help children and young adults.

4.2.5.3.4 Applicant Reporting: Explain how you plan to meet the reporting and documentation of this RFA. What procedures will you have in place for managing the budget, tracking data, and ensuring reports are completed on time and submitted to Agency in a timely manner with the information requested?

4.2.5.3.5 Applicant Facilities or Location: Describe the facility or building you plan to use to provide IRC services. If you do not already have a facility, be very specific on steps taken to locate a reasonable area for intake and referrals, and how you can guarantee your ability to serve the child or young adult referred.

4.2.5.3.6 Applicant Preparation Capacity: Describe your plan to adequately staff for this service.

4.3 SUBMISSION REQUIREMENTS

4.3.1 To be considered for award, the Applicant must meet the requirements of this RFA and provide the required information as an Application Packet that consists of the requirements in Section 4.2 and the documents in Section 4.3.

THE APPLICATION PACKET MUST BE COMPLETE AND SUBMITTED WITH THE BELOW LISTED DOCUMENTS IN THE FOLLOWING ORDER:

4.3.2 Cover Letter: The Cover Letter is created by the Applicant. **The Cover Letter must be submitted in OregonBuys as part of the “Application Packet.”** On the Cover Letter please address the following:

- Where is the Applicants home location?

- Is the Applicant affiliated with a large parent agency?
- What Community Resources do you collaborate with?
- What is your area of expertise?
- Why have you chosen to perform this type of care services?
- Is your program currently in operation, or are you seeking to begin a new program?

4.3.3 Attachment C: Applicant Information and Certification Sheet.

Attachment C must be downloaded from OregonBuys, signed, in ink, by an authorized representative of the Applicant. Failure of the authorized representative to sign the Applicant Information and Certification Form, in ink, may subject the Application Packet to rejection by Agency. **Attachment C will be submitted in OregonBuys separate from the Application Packet.** Failure to sign Attachment C may result in an incomplete Application. This signature may be digital, typed, or pen and ink.

By signing Attachment C, Applicant agrees to a background check (See subsection 4.3.7 and 6.2.4) and agrees to comply with Agency's requirements for completing the background check process.

4.3.4 Attachment D Proposed Budget:

Attachment D must be downloaded from OregonBuys.

Applicant will complete Attachment D or one of Applicants own making and **submit the document in OregonBuys as part of the Application Packet. Costs will include the following:**

- Facility, Staff,;
- Staff and Administrative Costs;
- Supply Costs;
- Start-up Costs, If applicable, including: Facility, Staff and supply costs.
- Any other expenses.

4.3.5 Attachment F: Responsibility Inquiry:

Agency will determine if an apparent successful Applicant is responsible prior to award and execution of a Contract. Applicant shall submit a signed Responsibility Inquiry form (Attachment F) **separate from the Application Packet.**

At any time prior to award, Agency may reject an Applicant found to be non-responsible.

Application Packet should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Application Packet. Do not include marketing or advertising material in the Application Packet.

Applicant shall submit Application Packet in OregonBuys only. The Applicant Information and Certification Sheet (Attachment C) must bear

the Applicant's authorized representative's ink signature.

4.3.6 Attachment G References:

Attachment G must be downloaded from OregonBuys.

Applicant will complete Attachment G with the names of three references and **submit separate of the Application Packet**. Agency may contact a reference to determine if the Reference supports the Applicant's ability to perform the Work, or to verify Applicant's qualifications.

4.3.7 Applicant Background Check

Applicant, or Applicant's employees, must have a background check before signing an awarded Contract, or before providing services. By applying for this RFA, the Applicant agrees to completing a background check upon signature.

Agency will provide the required background check form and process. Applicant must complete and return the form as instructed. Background checks are processed by the Agency Background Check Unit ("BCU").

SECTION 5 APPLICATION PROCESS

5.1 PUBLIC NOTICE

5.1.1 The RFA and any attachments are published on the Oregon Procurement Information Network at <https://oregonbuys.gov/bsa/> RFA documents will not be mailed to prospective Applicants. It is the sole responsibility of Applicants to download all mandatory documents posted on OregonBuys. Applicants are responsible for reading all mandatory documents prior to submitting an Application Packet pursuant to this RFA.

Incomplete Application Packets will be rejected; however, Agency reserves the right to allow Applicants an opportunity to correct any deficiencies at Agency's sole discretion.

5.1.2 Modifications, if any, to this RFA will be made by written addenda published in OREGONBUYS. Prospective Applicant is solely responsible for checking OREGONBUYS to determine whether or not any addenda have been issued. Addenda are incorporated into this RFA by this reference.

5.2 QUESTIONS / REQUESTS FOR CLARIFICATION

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

- Be delivered to the SPC via email. Questions or requests for clarifications received via telephone will be asked to submit in writing as well via email before an official response can be stated;
- Be submitted by an authorized representative;
- References this RFA number;
- Identify Applicant's name and contact information;
- Refer to the specific area of the RFA being questions (i.e., page, section and paragraph number); and
- Be received by the due date and time for Questions / Requests for Clarification identified in the Section 1.4 "RFA Schedule".

5.3 PRE-APPLICATION WEBINAR

On February 21, 2024, from 9:00 a.m. PST to 10:00 a.m. PST, Agency will be hosting a virtual informational webinar about this solicitation for potential applicants. We will also have time for questions.

Please register for the meeting here:

<https://www.zoomgov.com/j/1607614695?pwd=QjM1SnFHSWNxRURxM0hJdnB4Z215QT09>.

Meeting ID: 160 761 4695

Passcode: 987149

Dial by your location

- +1 669 254 5252 US (San Jose)
- +1 646 828 7666 US (New York)

Meeting ID: 160 761 4695.

We will have Agency staff at the meeting. The meeting will be recorded, and a copy of the recording will be made available. If you would like a copy, please send an email to the SPC.

5.4 APPLICATION PACKET DELIVERY OPTIONS

Applicant is solely responsible for ensuring its Application Packet is received by the SPC in accordance with the RFA requirements before Closing. Agency is not responsible for any delay's mis-delivery for any reason. Application Packets submitted by any means not authorized below may be rejected. Application Packets must be delivered to the attention of the SPC at the address listed on the Cover Page. The following delivery options are permitted for this RFA:

5.4.1 Applicant must be registered as a Vendor in OregonBuys to submit an Application and should follow the OregonBuys Supplier Bid Solicitation Response guidelines.

5.4.2 OregonBuys Vendor assistance may be obtained by:

- Email at suppliersupport@periscopeholdings.com or

- Phone at 1-855-800-5046.

5.5 APPLICATION PACKET MODIFICATION OR WITHDRAWAL

If an Applicant wishes to make modifications to a submitted Application Packet, it must submit its modification in one of the authorized methods listed in Section 4.3 “Application Packet Delivery Options”. To be effective the notice must include this RFA number and be submitted to the SPC prior to Closing.

If an Applicant wishes to withdraw a submitted Application Packet, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email, fax, or hard copy prior to Closing in accordance with OAR 125-247-0440. To be effective the notice must include this RFA number.

5.6 APPLICATION DUE DATE

Application Packets must be received by the SPC on or before Closing. All Application Packet modifications and withdrawals must be received prior to Closing.

Agency may close or reopen this RFA at any time at its sole discretion. If this RFA is reopened, it will be issued under a different RFA number.

Application Packets received after Closing are considered LATE and will NOT be accepted for consideration.

5.7 APPLICATION PACKET PUBLIC OPENING

A public opening will not be held. Application Packets received will not be available for inspection until after Closing.

5.8 APPLICATION PACKET REJECTION

SPC or Agency may reject Application Packets for any of the following reasons:

- Applicant does not meet the minimum qualifications required in Section 4.2.
- Applicant fails to substantially comply with all prescribed RFA procedures and requirements including, but not limited to, the requirement that Applicant’s authorized representative sign the Application Packet.
- Applicant has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon.
- Applicant fails to meet the responsibility requirements of ORS 279B.110.
- Applicant makes any contact regarding this RFA with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Applicant attempts to influence a member of the evaluation committee.
- Application Packet 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 this RFA or addenda.

5.9 EVALUATION PROCESS

5.9.1 Responsiveness Determination. An Application Packet received prior to Closing will be reviewed to determine if it is responsive to all RFA requirements including compliance with the Submission Requirements section. If the Application Packet is unclear, the SPC may request clarification from Applicant and, if necessary, SPC may request that Applicant resubmit a revised Application Packet. If the SPC finds the Application Packet non-responsive, the Application Packet may be rejected, however, SPC reserves the right to request that Applicant resubmit a revised Application Packet. Agency reserves the right waive mistakes in accordance with OAR 125-247-0470.

If the Application Packed is deemed non-responsive, the Applicant will be notified by email by the SPC within 7 business days from receipt of the Application Packet.

5.9.2 Application Packet Screening. Upon completion of the initial review described above, Application Packets deemed responsible and responsive will be forwarded to an evaluation committee to determine if the materials submitted with the Application Packet meet the criteria required in this RFA. An Applicant that has not met one or more required criteria will not be offered a Contract. **If one or more Applications are received simultaneously, Agency reserves the right to select Applicants with a combination of the highest level of expertise and experience that meets the needs of the service area.** The SPC or designee, at Agency's sole discretion, may request that Applicant performs any needed activities in order to meet the criteria required in this RFA and resubmit a revised Application Packet to the SPC prior to Closing. In cases where Applicant is asked to submit a revised Application Packet, the revised Application Packet will be processed and batched by the date the revised, complete application is accepted by the SPC.

Agency's determination for Contract award will be final.

SECTION 6 AWARD AND NEGOTIATION

6.1 AWARD NOTIFICATION PROCESS

6.1.1 Award Consideration. Agency, if it awards a Contract, shall award a Contract to Applicants whose Application Packets are reviewed and approved by Agency. Agency may award less than the full Scope defined in this RFA.

- 6.1.1 Intent to Award Notice.** Agency will notify all Applicants that Agency intends to award a Contract to the selected Applicant(s) subject to successful negotiation of any negotiable provisions.

6.2 APPARENT SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS

Applicant(s) who are selected for a Contract awarded under this RFA will be required to submit additional information and comply with the following:

- 6.2.1 Insurance.** Applicants who are selected for award under this RFA will be required to secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in Exhibit C of Attachment A prior to execution of a Contract. Failure to obtain or demonstrate coverage may result in Agency terminating Contract negotiations. Applicant is encouraged to consult its insurance agent about the insurance requirements contained in Exhibit C of Attachment A prior to Application Packet submission.

- 6.2.2 Taxpayer Identification Number.** Applicants who are selected for award under this RFA will be required to provide Agency its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by Agency or when the backup withholding status or any other relevant information of Applicant has changed since the last submitted W-9 form, if any.

- 6.2.3 Business Registry.** Applicants who are selected for award under this RFA that are a Corporation, Partnership, use an Assumed Business Name, or other business entity (domestic or foreign) must be duly authorized by the State of Oregon to transact business in the State of Oregon prior to execution of a Contract. For more information, see:
<http://www.filinginoregon.com/index.htm>.

- 6.2.4 Background Check.** Applicants who are selected for award under this RFA will be responsible for maintaining a current background check on each Employee as required in this RFA and in Exhibit A, Part 3 of Attachment A "Sample Contract". If Agency or Applicant determines that an offense was committed by an Employee that limits or prohibits the Employee from providing the Services outlined in this RFA, Applicant will immediately remove the Employee from providing Services and ensure they do not have contact with Clients.

- 6.2.5 Nondiscrimination in Employment.** As a condition of receiving the award of a Contract under this RFA, Applicant's authorized representative must certify by their signature on Attachment B, "Applicant Information and Certification Sheet" that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

- 6.2.6 Pay Equity Certification.** Applicants who are selected for award under this RFA, who employ 1 or more full-time workers, shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Applicant by the Oregon Department of Administrative Services. To take the pay equity training and obtain the Pay Equity Compliance Certificate, visit <https://ilearn.oregon.gov/default.aspx?returnurl=contentdetails.aspx?id=C5E9507A2EAB484AA0B33BCEACD77600>. To learn more about the Pay Equity Certification visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

6.3 CONTRACT NEGOTIATION

- 6.3.1** After selection of successful Applicant(s), Agency may enter into Contract negotiations with the successful Applicant(s). By submitting an Application Packet, Applicant agrees to comply with the requirements of the RFA, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.
- 6.3.2** Applicant shall review the attached Sample Contract and note exceptions.
- 6.3.3** Applicant must submit those exceptions to Agency during the Questions / Requests for Clarification period set forth in Section 1.4. Unless Agency agrees to modify any of the terms and conditions, Agency intends to enter into a Contract with the successful Applicant(s) substantially in the form set forth in the Sample Contract (Attachment A).
- 6.3.4** It may be possible to negotiate some provisions of the final Contract; however, Agency is not required to make any changes and many provisions cannot be changed. Applicant is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State of Oregon. Therefore, Agency will consider the scope of requested exceptions in the evaluation of the Application Packet.
- 6.3.5** Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.
- 6.3.6** Agency is willing to negotiate **ONLY**: Exhibit A, Part 1, "Statement of Work" based on the Scope of Work of this RFA, Exhibit A, Part 2, "Payment and Financial Reporting", and Exhibit A, Part 3, "Special Terms and Conditions" of the attached Sample Contract.
- 6.3.7** In the event that the parties have not reached mutually agreeable terms within 90 calendar days, Agency, at its discretion, may terminate Contract negotiations.

SECTION 7 OPTIONAL APPLICANT DOCUMENTS

7.1 ATTACHMENT B DISCLOSURE EXEMPTION AFFIDAVIT

Attachment B is only required if Applicant wants to exempt information in the Application from disclosure to the public under Oregon Public Records Law (ORS 192.311 through 192.478). Applicant must download Attachment B from OregonBuys.

If Applicant believes information in its Application should be exempt from public disclosure, Applicant will complete Attachment B, including the information on page 3, and submit Attachment B in OregonBuys as part of the Application Packet.

If Applicant does not identify the portions of the Application that Applicant claims are exempt from public disclosure, Applicant has waived any future claim of non-disclosure of that information.

7.2 ATTACHMENT E COBID OUTREACH PLAN

Attachment E is not required to be submitted with the Application.

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>

Applicant shall submit a completed Certified Disadvantaged Business Outreach Plan (Attachment E) with Application Packet.

SECTION 8 ADDITIONAL INFORMATION

8.1 GOVERNING LAWS AND REGULATIONS

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, 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.

8.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Application Packets are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. Application of the Oregon Public

Records Law will determine whether any information is exempt from disclosure.

All Application Packets submitted in response to this RFA become the Property of Agency. By submitting an Application Packet in response to this RFA, Applicant 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 Application solely for the purpose of evaluating the Application Packet, drafting a Contract, if awarded to Applicant, or as otherwise needed to administer the RFA process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Application, including supporting materials, will not be returned to Applicant unless the Application Packet is submitted late.

8.3 CANCELLATION OF RFA; REJECTION OF APPLICATION PACKETS; NO DAMAGES.

Pursuant to ORS 279B.100, Agency may reject any or all Application Packets in-whole or in-part or may cancel this RFA 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 Applicant for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFA, award, or rejection of any Application Packet.

8.4 COST OF SUBMITTING APPLICATION PACKETS

Applicant shall pay all the costs in submitting its Application Packet, including, but not limited to, the costs to prepare and submit the Application Packet, costs of samples and other supporting materials, costs to participate in demonstrations, or any other costs.

8.5 RECYCLABLE PRODUCTS

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

8.6 CONTRACTUAL OBLIGATION

All Applicants who submit an Application Packet in response to this RFA understands and agrees that Agency is not obligated thereby to enter into a Contract with any Applicant and further, has absolutely no financial obligation to any Applicant.

8.7 CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFA are provided only as a courtesy to prospective Applicant. Agency makes no representation as to the completeness or accuracy of any checklist. Prospective Applicant is solely responsible for reviewing and understanding the RFA and complying with all the requirements of this RFA, whether listed in a checklist or not. Neither the State of Oregon or Agency is liable for any claims, or subject to any defenses, asserted by Applicant based upon, resulting from, or related to, Applicant's failure to comprehend all requirements of this RFA.