



**MEDFORD SCHOOL DISTRICT 549C  
REQUEST FOR PROPOSALS 26-00-13**

**YEARBOOKS**

**RFP CLOSING (DUE DATE & TIME)  
FEBRUARY 10, 2026 AT 2:00 PST**

MEDFORD SCHOOL DISTRICT  
900 Kenyon Street  
Medford, OR 97501  
Telephone: (541) 842-1118  
Pam.Thoren@medford.k12.or.us

**PURPOSE AND INTRODUCTION**

The Medford School District 549C (District) is seeking written proposals from qualified vendors to provide yearbooks for all school levels, high, middle and elementary schools. The District has three (3) high schools, three (3) middle schools and fourteen (14) elementary schools. The District invites interested vendors to complete and submit a proposal.

Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The Proposer selected for contract negotiations will be the firm selected as the most qualified through the evaluation process.

The Medford School District Purchasing Office must receive the original, one electronic copy on a thumb drive, and a sample book of each grade level along with a proposal no later than **2:00 p.m. on Tuesday, February 10th, 2026**. Proposals must be in a sealed envelope, clearly marked **RFP 26-00-13 YEARBOOKS** and should be delivered by mail or in person to the following address.

Medford School District 549C  
Attention: Pam Thoren  
900 Kenyon Street  
Medford, Oregon 97501

If needed, selections of Professionals to present will commence on or around February 17 – February 18, 2026.

The award of this contract will be made by the District on the basis of the proposal which, in the District’s sole and absolute judgement, will best serve the interest of the District.

The District reserves the right to accept or reject any or all the proposals, and waive any informalities and irregularities in said proposals. All proposers must provide the information requested in Section V, Proposal Submission Requirements. Failure to respond to any or all requested information may result in disqualification by the District.

**SCHEDULE OF EVENTS/DATES:**

| <b>ACTION</b>  | <b>DATE</b>                           |
|--|---------------------------------------|
| Issue RFP  | January 21, 2026                      |
| Final Questions Due  | February 2, 2026, 2:00 p.m.           |
| Last Addenda Issued  | February 3, 2026, 2:00 p.m.           |
| Proposals Due  | February 10, 2026, 2:00 p.m.          |
| RFP Committee to Review Proposals                              | February 11, 2026 – February 13, 2026 |
| Assignment of Interview Appointments (if needed)               | February 13, 2026                     |
| Possible Interviews  | February 17, 2026 – February 18, 2026 |
| Notice of Intent to Award                                      | February 20, 2026                     |
| The district reserves the right to deviate from this schedule. |                                       |

**SELECTION PROCESS**

This Request for Proposals (“RFP”) and the selection process will be conducted pursuant to the terms of this RFP and the Oregon Attorney General’s Model Rules for Consultant Selection, OAR Chapter 137, Division 48.

**DISTRICT GENERAL CONDITIONS**

**PROPOSALS:** Proposals shall be in accordance with the specifications and other contract documents on file in Purchasing Department Office. All proposals shall be addressed to the attention of the Purchasing Manager, Medford School District 549c, 900 Kenyon Street, Medford, OR 97501 or emailed to pam.thoren@medford.k12.or.us. Proposals submitted via FAX will not be accepted. Clearly mark the proposal

with the title on this RFP. It is the responsibility of the proposer to verify the proposal has been received.

**COST OF PROPOSAL:** Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. This RFP does not commit the School District to pay any costs incurred for this proposal. Special production such as bindings, colored displays, and promotional material are not necessary; however, the proposer should be prepared to present to a selection panel onsite at the District offices. Emphasis should be on completeness and clarity of the content.

**CANCELLATION:** The Medford School District reserves the right to cancel this invitation or reject any and all proposals submitted or to waive any minor formalities of this call, if in the judgment of the School Board the best interest of the District would be served. No proposer may withdraw his/her proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding thirty (30) days.

**LATE PROPOSALS:** Proposals received after the scheduled closing time will be returned to the respondent unopened.

**CONTACT DURING SOLICITATION:**

All questions and contact with the District regarding any information in this RFP must be addressed in writing via email to [Pam.Thoren@medford.k12.or.us](mailto:Pam.Thoren@medford.k12.or.us). No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the offender's proposal to rejection. Answers to questions not stated in writing and/or answered in the form of a written Addendum shall not be binding upon the district.

**ADDENDA:** The District shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Any changes and/or addenda to this solicitation will be posted on the Medford School District (MSD) website at <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>. Addenda will not be mailed out and it is the responsibility of the prospective Bidder to consult the website regularly until Bid Closing to avoid missing any Addenda. Failure to acknowledge all addenda may result in declaration of your proposal as non-responsive.

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER:** Successful Respondent must abide by a policy of Equal Employment Opportunity Affirmative Action.

**EQUAL OPPORTUNITY EMPLOYER:** The Medford School District is committed to providing equal opportunities to State of Oregon certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (OAR 445-050- 0001 to 445-050-0090, State of Oregon).

**LOCAL CONTRACTING:** If the final evaluation scores are otherwise equal, the School District prefers goods or services that have been manufactured or produced by a Local Business. The District desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The District wants the residents of the State of Oregon to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

**RESIDENT RESPONDENT:** Respondents will be required to attest as to whether they are a resident or non-resident Respondent as defined in ORS 279A.120.

**CONFLICT OF INTEREST:** A Respondent submitting qualifications thereby certifies that no officer, agent or employee of the School District who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the School District, that the submission is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same RFP, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**CONSERVATION:** Medford School District seeks to acquire supplies and services that promote resource conservation and reduce both greenhouse gas emissions and energy consumption. Energy and water efficient products and services will be considered in all district contracts and procurements.

**AWARD:** The award of this contract will be made by the District on the basis of the proposal which, in the District's sole and absolute judgment, will best serve the best interests and needs of the District. The District reserves the right to accept or reject any or all the proposals, and to waive as an informality any immaterial irregularities in the proposals received.

**APPEALS AND PROTEST OF AWARD:** Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and physically received by the Purchasing Manager no later than 10:00 a.m. on the seventh (7<sup>th</sup>) calendar day after the date of the Intent-to-Award Announcement or Bid Results are posted to the website.

APPEAL OF AWARD TO RFP 26-00-13  
Medford School District  
Purchasing Office  
900 Kenyon Street  
Medford, OR 97501

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based. OAR 137-048-0240(2). In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.

No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or Specifications after the deadline established for submitting protests of solicitation terms and conditions, contract terms and conditions or Specifications.

## SCOPE

- The Vendor shall provide all necessary materials, equipment, supplies and labor resources to provide professional quality yearbooks in accordance with the following general requirements.
- Approximate yearbook quantities:
  - High school yearbooks for North and South will require approximately 1,100 copies each consisting of approximately 250 pages. Innovation Academy will require approximately 80 copies consisting of approximately 20 pages.
  - Middle school yearbooks for Hedrick, McLoughlin and Oakdale will require approximately 500 copies each consisting of approximately 70 pages.
  - Elementary school yearbooks for fourteen (14) schools will require approximately 200 copies at each school consisting of approximately 50 pages. At some elementary sites, vendor will coordinate with volunteer or PTO groups.
- Basic book construction:
  - Trim size: 9" x 12" (High School and Middle School).
  - Paper: 80# enamel paper, matte or gloss finish.
  - Cover: Hard cover for North and South High Schools; soft cover for Innovation Academy and all three Middle Schools and all 14 Elementary Schools. School's choice of base material with color applied.
  - Binding: Smythe sewn. (High and Middle Schools)
  - Printing: Lithographic or equal.
  - Linotype Set: Choice of styles and size.
  - Type: Full range of fonts.
  - Ship Date: May 14, 2027.

- All materials shall be new, undamaged and of high quality free from faults or defects. Vendor shall promptly correct all defective work at Vendor's cost.
- Vendor shall provide experienced representative(s) who will work on a regular basis with school personnel to answer any questions regarding production or financial matters pertaining to the individual services required.
- Vendor's representative(s) shall meet with the Principal or designee to review yearbook requirements and to establish deadlines.
- Vendor must be able to schedule in-school consultation whenever deemed necessary by the school.
- Vendor must work with the school's photography vendor to ensure a seamless process relative to photographs used in the yearbook.
- Vendor shall provide up to twenty four (24) copies of each yearbook at no charge for school and District administrators.
- Vendor to pay final commissions to schools within thirty (30) days of receipt of final payments from customers. At the time payment is made to the school, the Vendor shall provide a full and complete accounting to the District to substantiate the commission paid.
- Vendor to provide software, training, trouble shooting, etc. to classes/sponsors involved in production of the school's yearbook.
- Vendor is encourage to offer on-line service capabilities.
- All changes to the service agreement must be defined in writing and signed by the District and an authorized representative of the vendor.

**PROPOSAL SUBMISSION REQUIREMENTS: (Pass/Fail):**

The Proposer shall be responsible for preparing an effective, clear, and concise proposal. The proposals must include the following minimum information or it will be considered non-responsive:

- Information regarding the yearbook provider:
  - Name, address, telephone number and e-mail address of the principal office.
  - Type of organization (e.g. partnership, corporation, etc.)
  - Name and experience of main employee(s) contact with the District.
- Submit information describing yearbook services; training, support, product quality and other information that may be unique.
- Describe the interaction between you and/or your team and the District, and the techniques you will use to provide effective yearbook services within limited budgets.
- Vendors are required to submit one (1) yearbook sample for each school level, which they are proposing. Yearbooks must be clearly identified as to the school level. Vendors must indicate in their proposal the pricing structure for the sample yearbooks submitted.
- Provide full rate structure for services and options provided.
- Vendors must state the commission and other support they are willing to provide to schools based on the sale of yearbooks to students and staff. Vendors may also offer non-monetary support in addition to commission which should be detailed in request for proposal.
- Vendors must provide a minimum of three (3) references with similar services within the past five (5) years. Reference information must include entity name, contact name, phone and fax number, and e-mail address. To ensure a fair and equitable evaluation of proposals, the District prefers that the Medford School District not be listed as a reference.

**MINIMUM QUALIFICATIONS:**

- Vendor must demonstrate qualifications to perform requested services.
- Before entering into contract, the successful respondent shall be required to provide the School District with a certificate of insurance verifying that the successful Respondent has all of the following insurance coverages and endorses the School District as an additional insured: professional liability insurance, commercial general liability insurance, automobile liability insurance, and worker' compensation insurance, each in an amount not less than required by the School Districts Policies.

- Medford School District is an Equal Opportunity Employer. Each service provider must comply with federal, state and local Equal Employment Opportunity requirements.

**SELECTION PROCESS:**

- Each proposal received will be evaluated to determine if it meets the stated requirements. Failure to meet these requirements will be cause for eliminating the proposal from further consideration.
- The District reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of the proposal, and to be the sole judge of the suitability of the proposals offered.
- Proposals will be evaluated generally on the following criteria, evaluation will include, but not be limited to, the following weighted criteria and will be used for the proposal and interviews (if conducted):
  - Qualifications of the provider and assigned individuals 20 Points
  - Project Support: Demonstrated understanding and experience with providing yearbook services to the District for all school levels 20 Points
  - Past Project Performance: Reference Checks 10 Points
  - Overall Project Approach: Methodology and scope of services to be provided 20 Points
  - Cost: Fees charged and cost effectiveness of the proposed services 10 Points
  - Completeness of Proposal: Does the end product meet our needs 20 Points
- All submittals in response to this RFP are public records and available for inspection and copying upon request. Any portions of the RFP submittal marked as confidential will not be made public without consent of the consultant prior to the award of the contract.
- A review committee of qualified professionals will be appointed by the Superintendent or his designee.

**TERMS**

**TERM OF AGREEMENT:** The District anticipates awarding the Yearbook Agreement to commence July 1, 2026 and continue through June 30, 2027, unless terminated earlier in accordance with the provision of the Agreement. Upon satisfactory performance by the service provider, the parties may choose to extend the term of the Agreement for five (5) additional one-year terms and shall do so by executing a written amendment to the Agreement.

**WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to Brad Earl, Assistant Superintendent of Operations. Re-submittal before the RFP submittal deadline can be made, however, they may not be re-submitted after the deadline.

**PROJECT AGREEMENT AND TERMINATION**

The District is seeking to award a Professional Agreement to a single firm. The successful proposer/proposers are required to provide and execute a Professional Agreement satisfactory to the District. The District reserves the right to terminate the Project or Professional Agreement after completion of any phase in the Project.

**CERTIFICATION OF COMPLIANCE WITH TAX LAWS:**

By submission of your proposal, the signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**INSURANCE PROVISIONS**

During the term of the resulting contract, the successful proposer will be required to maintain in full force, at its own expense, from insurance companies authorized to transact business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the Professional Agreement.

**ESB/MBE/WBE**

The District is committed to increasing opportunities for Emerging Small Businesses, Minority Owned Businesses and Women Owned Businesses. The Medford School District strongly encourages its consultants to utilize these businesses in providing services and materials for the District contracts and projects.

**ADDITIONAL REQUIREMENTS**

Pursuant to OAR 580-061, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, Proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their interactions.

**FORMS MUST BE RETURNED:** The following forms must be signed and returned with your Proposal.

Exhibit A – Vendor Information

Exhibit B - Certificate of Compliance with Tax Laws

Exhibit C – Signature Page

**VENDOR INFORMATION**

Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

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

CCB Number: \_\_\_\_\_

Name (printed) & Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Proposals must be received by the Purchasing Office clearly identified as “RFP 26-00-13 Yearbooks”, and to the attention of Pam Thoren, no later than 2:00 p.m., Tuesday, February 10, 2026. It is the responsibility of each Proposer to verify receipt of the proposal by the District.

Specifications may be obtained at the Purchasing Office, or by calling 541-842-1118, by e-mailing [Pam.Thoren@medford.k12.or.us](mailto:Pam.Thoren@medford.k12.or.us) or by accessing the Purchasing webpage at <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>

Oregon Revised Statutes (ORS) regulations governing public entities require that questions regarding this proposal need to be submitted in writing via e-mail or regular mail so that all potential vendors may be equally apprised of project parameters and any addenda.

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, the undersigned, being first duly sworn, hereby certify under penalty of perjury that I am authorized to act on behalf of \_\_\_\_\_ [insert Firm's name] and to the best of my knowledge, \_\_\_\_\_ [insert Firm's name] is not in violation of any Oregon Tax Laws. For purposes of this Certificate, "Oregon Tax Laws" are those laws and programs listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Business Designation (check one):

- Corporation             Governmental/Non-Profit             Sole Proprietorship  
 Partnership             Limited Liability Company

Federal Tax Identification Number: \_\_\_\_\_

(Above information must be provided with the Proposal. If awarded the contract, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject the Firm to 31 percent backup withholding.)

Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

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

Name (printed) & Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**SIGNATURE PAGE & ADDENDUM ACKNOWLEDGEMENT**

SIGNATURE OF FIRM'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE FIRM; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she:

1. Has read and understands all Proposal instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the Firm, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause of Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the contract if awarded to Firm.
5. Proposer will provide its Federal Tax Identification number or Social Security Number with Proposal submission.
6. The proposer hereby acknowledges the requirement to carry or indicates the ability, to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: \_\_\_\_\_
7. The proposer hereby acknowledges awareness of addendum posted to the MSD website regarding this RFP.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name (printed) & Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

**CERTIFICATIONS & RESIDENCY**

**CERTIFICATION OF UNDERSTANDING OF REQUEST FOR PROPOSALS**

The undersigned offers and agrees to furnish all material, supervision and personnel to the Medford School District for "NMHS Gym Building Envelope Consultant" in accordance with RFP 26-00-12.

The undersigned further certifies that he/she has read, understands and agrees to abide by all terms and conditions of this Request for Proposal and if awarded the contract as delineated by RFP 26-00-12.

The Consultant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659a and 42 U.S.C. § 2000e et seq.

**RESIDENCY STATEMENT**

A resident is defined as a respondent that has paid employment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of RFP 26-00-13 Response, has a business address in this state and has stated that they are a resident.

The undersigned hereby states their resident status is as follows:

RESIDENT:      YES \_\_\_\_\_      NO \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_      TITLE: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_      DATED: \_\_\_\_\_  
Print/type name

## **INSURANCE REQUIREMENTS**

**1. Insurance Coverages.** The Design Firm (Firm) shall procure and maintain at its expense during the performance of the Agreement and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A--IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Firm's services under the Agreement, whether performed by the Firm or a consultant or a person or entity for which either of them may be responsible.

Workers' Compensation Insurance, if required by law, with statutory limits.

Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate applicable specifically to the Project.

Business Automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$1,000,000 combined single limit each accident, \$2,000,000 aggregate.

Professional Liability Insurance, applicable to all acts and omissions of the Firm and its consultants at all tiers, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

**2. Deductibles.** The Firm shall pay all deductibles on all policies required by Paragraph 1. Maximum allowable deductible is \$50,000 without Owners express written approval.

**3. Waivers of Subrogation Re Liability Insurance.** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing.

**4. Cross--Liability Coverages.** The Commercial General Liability and Automobile Liability policies shall provide cross--liability coverages as would be achieved under the standard International Organization for Standardization ("ISO") separations of insureds clause.

**5. Additional Insureds.** The Commercial General Liability and Automobile Liability policies shall name the Medford School District and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, and (d) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project, and shall not be limited to "ongoing operations". Notwithstanding the foregoing, this Paragraph shall not be construed to require the Firm to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

**6. Duration of Coverages.** The insurance coverages required by Paragraphs 1 through 6 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Firm is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Firm shall notify the Owner of any claims that may materially impair the coverage under Firm's Professional Liability policy.

**7. Proof of Insurance.** The Firm shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Attachment. The Firm will notify the Owner with at least thirty (30) days' written notice, if the policy will be cancelled or allowed to expire. If any of the required coverages are to renew during the period when such coverages is to remain in effect, or are required to remain in effect in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Firm's final invoice.

**8. Effect of No or Insufficient Insurance.** The Firm's failure to comply with the requirements of this Attachment shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Firm pursuant to this Attachment F and charge such costs thereof to the Firm. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

**9. Limitation to This Attachment.** Nothing in this Attachment shall negate, abridge, or reduce the Firm's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Attachment being limited to setting out the Firm's express obligations with respect to insurance.