



REQUEST FOR PROPOSALS

#19-0001

**For the Provision of
Facilities Condition Assessment**

**RFP Closing (Due Date & Time):
January 31, 2019 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48
16550 SW Merlo Road
Beaverton, Oregon 97003
January 2, 2019**

REQUEST FOR PROPOSAL

Solicitation No: RFP 19-0001

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Consultants (Proposers) interested in the provision of a Facilities Condition Assessment of all District facilities.

A **Non-Mandatory Pre-Proposal Conference** will be held on January 8, 2019 at 3:00 PM at the Beaverton School District Administration Center Facilities Development Main Portable, 16550 SW Merlo Road, Beaverton, OR 97003.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Linda Niman, Purchasing Manager, or designee, at the District Administration Offices Facilities Development Main Portable located at 16550 SW Merlo Road, Beaverton, Oregon 97003 **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):

January 31, 2019 at 2:00 PM Pacific Time

No public opening will occur. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.
LATE PROPOSALS WILL NOT BE ACCEPTED.

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents.

All questions and comments regarding this solicitation shall be directed **ONLY IN WRITING** to Linda Niman, Purchasing Manager, by email to: contracts@beaverton.k12.or.us

PROPOSALS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.

SECTION I – INTRODUCTION
Solicitation No: RFP 19-0001

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279C and the Oregon Attorney General Model Rules Division 48.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "Consultant" means an Architect, Engineer, Photogrammetrist, Transportation Planner, Land Surveyor or provider of Related Services, or any combination of the foregoing. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. "Closing" is the solicitation due date and time. "Related services" means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services.

3. SOLICITATION REVIEW:

Proposers must carefully review this Solicitation document and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to SOLICITATION PROTEST AND REQUEST FOR CHANGE (Section III, Paragraph 3), protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

5. PROJECT SCOPE:

Perform a complete District-Wide Facilities Condition Assessment.

6. CONTRACT:

The successful Proposer, selected by the District, shall receive a Consultant Services Contract. A sample is enclosed herein (Attachment F).

- a. The provisions of the sample Consultant Services Contract are in addition to the requirements set forth in this solicitation document and are incorporated by reference.
- b. Personnel substitution – If the consultant must substitute personnel included in the original proposal, they shall obtain written District approval of substituted personnel, prior to substitution.

SECTION I – INTRODUCTION
Solicitation No: RFP 19-0001

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-048-0320.

8. DISTRICT REPRESENTATIVE:

The District Representative for the project is Aaron Boyle, Administrator for Facilities Development.

9. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The District reserves the right to deviate from this schedule.

<u>Project Milestone</u>	<u>Completion Date</u>
Pre-Proposal Conference	January 8, 2019 at 3:00 PM
Deadline for Questions	January 22, 2019 at 12:00 PM (Noon)
Submit Proposals	January 31, 2019 at 2:00 PM
Notice of Intent to Award	March 1, 2019

11. CONTACT DURING SOLICITATION:

Questions shall be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process will be permitted. Unauthorized contact regarding this solicitation may subject the offender's proposal to rejection.

SECTION II – STATEMENT OF WORK
Solicitation No: RFP 19-0001

1. PURPOSE AND INTRODUCTION:

The purpose of this Solicitation is to establish a Consultant Services Contract with the selected Consultant. The project summary is described below. The selected Consultant shall provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work.

2. SERVICES REQUIRED:

The Beaverton School District is requesting proposals for complete Consultant Services for a District Wide Facility Conditions Assessment. The assessment is to include all District facilities including, but not limited to, the District schools that can be found at the following link: <https://www.beaverton.k12.or.us/schools-info>

3. PROJECT DESCRIPTION:

The Beaverton School District (BSD) consists of approximately 60 separate sites with over 5.64 million SF of building area and 875 acres of grounds. BSD is seeking a consultant to assist with developing a system for, and then performing condition assessments of our inventory of buildings, sites and exterior facilities. This scope will possibly include integration with a building management system.

4. DESCRIPTION OF SERVICES:

This Description of Services is preliminary in nature and will be expanded/contracted as necessary to meet the District's needs. Services could include anything that is conceivably related to the assessment of the District's facilities. Services may include the following:

A. Phase 1 – Information Consolidation

- 1) Review District information/practices.
- 2) Develop Project Goals/Outcomes.

B. Phase 2 – Criteria for Condition Assessing

- 1) Based on the District's Technical Standards and Educational Specifications:
<https://www.beaverton.k12.or.us/depts/facilities/development>
- 3) Develop Checklists.
- 4) Systems will include: HVAC, Electrical, Plumbing, Envelope, Synthetic Athletic Fields, Natural Turf Athletic Fields, Outbuildings, Stadiums, Tracks, Finishes, Others.

C. Phase 3 – Condition Assessing

- 1) Perform conditions assessments based on planning phases.
- 2) Assign probable costs to conditions assessment.

D. Phase 4 – Integration

- 1) Assist with selection of a building management system and integration.

E. Desired Outcomes

- 1) Integration of data systems.
- 2) Connect work orders with facility conditions assessment platform.
- 3) Reliable lifecycle cost information to inform planning/budgeting.

F. Miscellaneous

- i. The schedule/fee will be negotiated by phases.

SECTION I – INTRODUCTION
Solicitation No: RFP 19-0001

5. PROJECT SCHEDULE:

<u>Project Milestone</u>	<u>Completion Date</u>
Contract Award	on or about March 20, 2019
Begin Services	on or about April 1, 2019

6. ADDITIONAL REQUIREMENTS:

- a. **E-Builder.** The District has implemented the e-Builder Project Management software platform for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. Each Consultant will be provided a seat (license) and training as required.
- b. **Background Checks.** All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Consultants and sub-consultants must provide a report of who has cleared the background check by an approved agency.

7. **BUSINESS EQUITY.** The Proposer understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (MWSDVE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent MWSDVE content, by contract value, in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

Additionally, the District will continue to partner with its Consultants to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services through programmatic involvement with the District's Career Pathways Program and Career Related Learning Experiences.

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 19-0001

1. FORMAL SELECTION PROCEDURE: Pursuant to OAR 137-048-0220

The District shall use the formal selection procedure described in this solicitation to select a Consultant when the Estimated Fee is expected to exceed \$100,000.

2. PRE-PROPOSAL CONFERENCE:

- a. Purpose. The pre-proposal conference, if held, is conducted with Proposers to explain and discuss the Solicitation requirements.
- b. Required Attendance. If the District pre-proposal conference is mandatory (as indicated on the Summary Page), a proposal submitted by a Proposer who did not attend the mandatory pre-proposal conference would be rejected.
- c. Statements Not Binding. Statements made by the District's representative at the pre-proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. SOLICITATION PROTEST AND REQUEST FOR CHANGE: Pursuant to OAR 137-048-0240

Proposers may submit a written protest of anything contained in this Solicitation and may request a change to any provision, specification or Contract term contained in the Solicitation, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the Solicitation provisions, specifications or Contract terms. The District will not consider any protest or request for change that is submitted after the submission deadline. Protest shall be delivered to the Construction Purchasing Manager by Email (contracts@beaverton.k12.or.us), or hand delivered to 16550 SW Merlo Road, Beaverton, OR 97003. Any changes to the Solicitation will be made in issued Addenda pursuant to Paragraph 6 in this section.

4. AWARD SELECTION PROTEST: Pursuant to OAR 137-048-0240

Proposers may Protest Consultant Selection.

- a. Single Award. In the event of an award to a single Consultant, the District shall provide to all Proposers a copy of the selection notice that the District sent to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the Notice of Intent to Award a Contract. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the Solicitation or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.
- b. Multiple Award. In the event of an award to more than one Consultant, the District shall provide to all Proposers copies of the selection notices that the District sent to the highest ranked Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposers may submit a written protest of the selection to the District no later than 12:00 noon seven (7) calendar days after the date of the selection notices. A Proposer submitting a protest must claim that the protesting Proposer is one of the highest ranked Proposers because the Proposals of all higher ranked Proposers failed to meet the requirements of the Solicitation, or because a sufficient number of Proposals of higher ranked Proposers failed to meet the requirements of the Solicitation. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers are not qualified to perform the

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 19-0001

Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.

- c. Effect of Protest Submission Deadline. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The Purchasing Manager shall resolve all timely submitted protests within a reasonable time following the District's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the Solicitation, the District shall revise the Solicitation accordingly and shall issue an addendum in accordance with these rules. If the protest results in a change that effects the Solicitation beyond the ability to issue an addendum to correct the issues raised in the protest, the District may cancel the Solicitation and re-advertise after correction of the issue(s).

5. SOLICITATION CANCELLATION: Pursuant to OAR 137-048-0250

The District may cancel, delay or suspend a solicitation, or reject all Proposals, if the District believes it is in the public interest to do so. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection. Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

6. ADDENDA:

- a. Issuance; Receipt. The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification Form (Attachment A).
- b. Notice and Distribution. The District will post any and all Addenda via the ORPIN website.
- c. It is the Proposers' responsibility to inquire about Addenda; Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- d. Timelines; Extensions. The District shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda.

7. ADDITIONAL REQUIREMENTS: Pursuant to OAR 137-048-0220(4)(a)

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring criteria.
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
- c. The District reserves the right to reject any or all Proposals and the right to cancel the Solicitation at any time if doing either would be in the public interest as determined by the District;
- d. Proposers responding to this Solicitation do so solely at their expense, and the District is not responsible for any Proposer expenses associated with the Solicitation;
- e. Failure of the District to insist on strict performance shall not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 19-0001

12. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- a. The District shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The District's official proposal time clock is located in the Facilities Development Main Portable at the District Administration Center at 16550 SW Merlo Road, Beaverton, OR 97003. In the event a Proposal is too large to be time stamped a separate piece of paper will be time stamped and attached to the Proposal or the envelope will be marked by hand with the date and time received.
- b. The District shall not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
- c. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

13. TIES AMONG PROPOSERS: Pursuant to OAR 137-048-0230

- a. If the District is selecting a Consultant on the basis of qualifications alone and determines after the ranking of Proposers that two or more Proposers are equally qualified, the District may select a candidate through any process that the District believes will result in the best value for the District taking into account the scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services. Provided, however, the tie breaking process established by the District under this section cannot be based on the Proposer's pricing policies, pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead. The process must be designed to instill public confidence through ethical and fair dealing, honesty and good faith on the part of the District and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the District and the selected Proposer shall proceed with negotiations under OAR 137-048-0210(5) or 137-048-0220(4)(d), as applicable.
- b. If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the ranking of Proposers that two or more Proposers are identical in terms of price or are identical in terms of price and qualifications, then the District shall follow the procedure set forth in OAR 137-046-0300, (Preferences for Oregon Goods and Services), to select the Consultant.

14. NOTICE OF INTENT TO AWARD:

The District shall provide a written Notice of Intent to Award (NOI) to all Proposers at least SEVEN (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award must not be final until the latter of the following: SEVEN (7) calendar days after the date of the NOI, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the Award.

15. CONFIDENTIALITY OF PROPOSALS:

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502.

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 19-0001

- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
 - A. It shall be clearly marked in bold and on each page of the confidential document.
 - B. It shall be kept separate from the other solicitation (proposal) documents in a separate envelope or package.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
 - D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
 - (i) This statement “Refer to confidential information enclosed.” shall be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential shall mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire proposal shall not be marked confidential. Should a proposal be submitted in this manner, no portion of it shall be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0001

1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to submit Proposals in accordance with the provisions of this Section may be grounds to declare the Proposal non-responsive. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL SUBMISSION:

To ensure proper identification and handling, Proposals shall be submitted in a **sealed** envelope marked with the Proposer's name and address and the solicitation number in large block numbers. Proposals shall only be mailed or hand delivered to the person and location indicated on the Summary page of this Solicitation. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.

3. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Shall include an original proposal marked "ORIGINAL" on the cover page, eight (8) complete copies of the Proposal marked "COPY" on the cover page and one electronic copy in PDF format on a USB Flash Drive or CD/DVD.
- b. Should be typewritten on 8-1/2 x 11 size paper, two-sided and stapled in the upper left corner; elaborate art work, expensive paper or binders, and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. Maximum page count: 50 pages including all required forms.

4. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS: See Attached Proposal Submission Checklist

5. DETAILED PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) shall be completed and submitted as the cover of the Proposer's response. Provide a brief but concise response to each of the following criteria areas. Do not assume the District has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

a. APPROACH:

- i. Describe the Proposers' knowledge and understanding of the Project and Services described in the Statement of Work Section;
- ii. Describe the proposed approach to the project.
- iii. Define the Proposers' approaches to staffing and scheduling needs for the services;
- iv. Describe any lessons learned that you have had when performing conditions assessments for owners with a large building inventory.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0001

b. EXPERIENCE:

- i. Describe the Proposers' experience on projects of a similar nature/size. Please list a minimum of three (3).
- ii. Describe the Proposers' availability and capability to perform the required services outlined in the Statement of Work Section
- iii. Describe Proposers' Performance history in meeting
 - A. Deadlines;
 - B. Accuracy of cost estimates;
 - C. Producing high quality work;
 - D. Meeting financial obligations;

c. PERSONNEL:

- i. List the Proposers' key staff to be assigned to the project and describe their experience in providing similar services on comparable projects;
- ii. Describe the amount and type of resources, and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work Section;
- iii. Show the recent, current, and projected workloads of the staff and resources referenced above to be assigned to the project;
- iv. List the proportion of time Proposer estimates that the staff referenced above to be assigned to the project, would spend on the services described in the Statement of Work Section.

d. SUB-CONSULTANTS:

- i. List the sub-consultant(s) that would be retained, and their roles with the project;
- ii. List the sub-consultant(s) key staff assigned to the project, their experience, amount and type of resources, availability, current workload, and proportion of time of key staff assigned to the project related to the services described in the Statement of Work Section.

e. REFERENCES:

- i. Provide a minimum of three (3) references (agency name, contact name, phone, email, brief description of the project) and written recommendations from past clients.

6. PROPOSAL EVALUATION: Pursuant to OAR 137-048-0220(4)(c)

The District shall establish a committee of at least three individuals to review, score and rank Proposals according to the evaluation criteria set forth in the Solicitation. If the Solicitation has followed an RFQ, the District may include the same members who served on the RFQ evaluation committee. The District may appoint to the evaluation committee District employees or employees of other public agencies with experience in Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying, Related Services, construction services or Public Contracting. At least one member of the evaluation committee must be a District employee. The District shall designate one of its employees who also is a member of the evaluation committee as the evaluation committee chairperson. The evaluation committee shall provide to the Purchasing Department the results of the scoring and ranking for each Proposer.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 19-0001

7. EVALUATION CRITERIA:

The District will score each proposal by reviewing and evaluating the proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required proposal item. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

PROPOSAL CONTENT REQUIREMENT	Maximum Points Possible
Approach	30
Experience	20
Personnel	20
Sub-consultants	10
References	20
Proposal Content Sub-Total	100
INTERVIEW – (If Required)	
Interview	50
GRAND TOTAL	150

8. INTERVIEWS: (if conducted)

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked firm, or firms if the scoring is close, may be invited to interview. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.
- b. Based upon proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the District for a final decision to award a contract.
- c. Particular details about the interviews will be issued to those firms invited to interview.
- d. Interviews and any presentation materials will be at the Proposer's expense.

9. SELECTION AND NEGOTIATION: Pursuant to OAR 137-048-0220(4)(d) and (e)

If the District does not cancel the Solicitation after it receives the results of the scoring and ranking for each Proposer, the District will begin negotiating a Contract with the highest-ranked Proposer following the evaluation and interview (if conducted) process. The Fee Schedule for the Consultant will be requested at this time and will be considered in negotiations. The District shall direct negotiations toward obtaining written agreement on:

- a. The Proposer's performance obligations and performance schedule;

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0001

- b. Payment methodology and a maximum amount payable to the Proposer for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and
- c. Any other provisions the District believes to be in the District's best interest to negotiate.

The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the District may end the particular formal solicitation. Nothing in this rule precludes the District from proceeding with a new formal solicitation for the same Services described in this Solicitation that failed to result in a Contract.

PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION IV
MUST BE INCLUDED IN PROPOSALS.**

____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following completed certifications and forms must be signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

- ____ PROPOSER CERTIFICATION - This serves as the cover sheet for your Proposal. (Attachment A)
- ____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- ____ PROPOSER REFERENCE FORMS – Include the # specified on the form. See SECTION IV, Paragraph 5. (Attachment E)

____ DETAILED PROPOSAL CONTENT REQUIREMENTS

Detailed Proposal Content Requirements are specified in SECTION IV, Paragraph 5.

The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience and is **not** required.

ATTACHMENT F Sealed Proposal Label

The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions will apply to the Contract to be executed for the work.

ATTACHMENT G Sample Consultant Services Contract (CSC)

This checklist is provided for the Proposer's convenience in assembling your proposal and is NOT required to be returned with the proposal.

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 19-0001

PROPOSER CERTIFICATION

Respectfully submitted this _____ day of _____, 20_____.



Signature: _____

Name: _____
(Please type or print)

Phone: _____

Title: _____

Email Address: _____

Firm/Company Name: _____

Physical Address: _____

City, State, Zip: _____

1. The Proposer certifies that he or she has read and understands all terms and conditions of this solicitation.
2. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
3. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Proposer holds a certificate from the Oregon State Board of Architect Examiners, the Oregon State Landscape Architect Board, or the Oregon State Board of Examiners for Engineering and Land Surveying as applicable:
Registration #: _____.
5. The Proposer, pursuant to ORS 279A.120 (1), (check one) is _____/is not _____ a resident Bidder.
If not, indicate State of residency _____.
6. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
7. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
8. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 19-0001

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

Proposer: _____

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number(EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this proposal shall be arrived at independently and without consultation, communication or agreement with any other consultant, proposer or potential proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, shall be disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit any noncompetitive proposal or other complementary proposal.
- (6) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Beaverton School District in awarding the contract(s) for which this proposal is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Beaverton School District of the true facts relating to the submission of proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.



(Affiant's Signature)

STATE OF OREGON

County of _____

Signed and sworn to before me on _____ by _____
(date) (Affiant's name)

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."



Signature: _____

Name: _____
(Please type or print)

Title: _____

Firm/Company Name: _____
(Please type or print)

Date: _____

**PROPOSER RESPONSIBILITY FORM
(CONTRACTOR’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

 Signature: _____

Name: _____
(Please type or print)

Title: _____
(Please type or print)

Firm/Company: _____
(Please type or print)

Instructions

1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.
2. If you need more space, use plain paper. Submit completed form with proposal response.
3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0001

SECTION I –RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work?

Yes: ____ No: ____

If “yes”, explain:

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes: ____ No: ____

If “yes”, explain:

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes: ____ No: ____

If “yes”, explain:

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

Yes: ____ No: ____

If “yes”, explain: _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a contract?

Yes: ____ No: ____

If “yes”, explain:

**SECTION II – FINANCIAL
RESOURCES**

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? Yes: ____ No: ____

If “yes”, explain:

Does your firm have any outstanding judgments pending against it? Yes: ____ No: ____

If “yes”, explain:

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? Yes: ____ No: ____

If “yes”, explain:

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. Yes: ____ No: ____

If “yes”, explain (include court, case number, and party names):

Have you or any of your affiliates discontinued business operation with outstanding debts? Yes: ____ No: ____

If “yes”, explain:

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0001

SECTION III – KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0001

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer shall provide three (3) references and shall use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP 19-0001

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

Beaverton School District
Facilities Development Main Portable
16550 SW Merlo Road
Beaverton, Oregon 97003

SEALED PROPOSAL # 19-0001 DATE: **January 31, 2019**

PROPOSALS MUST BE RECEIVED NO LATER THAN **2:00 PM PACIFIC TIME**

FOR: **Facilities Condition Assessment**

PROPOSER: _____

Please attach label to outside of Proposal package.

CONSULTANT SERVICES CONTRACT

Contract No: _____

This Contract is made and entered into by and between:

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attn: Business Services Purchasing
--	---

SCOPE OF WORK: as described in.

SUPERSEDING EFFECT:

There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This document and all attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence): 1) This Agreement; 2) Exhibit A Terms and Conditions; 3) Exhibit B District Solicitation (including issued addenda), Specifications and Drawings; and 4) Exhibit C Consultant Response.

Any Consultant Response (proposals) attached to this Agreement are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of the Solicitation, this Agreement and Exhibit A to this contract and (ii) any statement of Consultant's and its sub-consultants' scope of services that is consistent with the remainder of this Agreement, or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Agreement or is not included in this agreement, such proposed terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service to the District shall control.

CONSIDERATION: The District agrees to pay the Consultant for Work performed in a satisfactory manner a total not to exceed \$XXXX.XX on a time and materials basis. The Consultant must submit one invoice at the completion of the Work or must submit an invoice for Work performed at the specific intervals agreed upon by the District (monthly, quarterly, or annually). Invoice(s) shall be submitted Attn: Accounts Payable to the District address above. All invoice(s) and correspondence shall include the Contract number.

CONTRACT PERIOD:

 The contract period shall be upon District acceptance: **Date of Full Contract Execution**
SUBSTANTIAL COMPLETION DATE:
FINAL COMPLETION DATE:
DISTRICT REPRESENTATIVE:

 The District Representative for this contract is: _____, Project Manager, at _____@beaverton.k12.or.us, (503)356-

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Beaverton School District <hr/> District Representative _____ Date _____ <hr/> Cost Center Authority _____ Date _____ <hr/> Business Services Purchasing _____ Date _____	Consultant/Company Name <hr/> (typed or printed name of officer) <hr/> Signature _____ Date _____ Title: _____ Phone/Fax: _____ Email: _____
---	--

Not a valid Contract until all signatories are complete

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

1. **ASSIGNMENT.** The Consultant may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the District's prior written consent.
 2. **AUTHORITY.** The Consultant represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Consultant.
 3. **CHANGES.** The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District and Consultant.
 4. **COMPLIANCE WITH LAWS.** If the Consultant fails to comply the District shall have the right to terminate this Contract.
 - a. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.
 - b. Consultant expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
 - c. Consultant shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
 - d. Consultant, its sub Consultants, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Contract. Consultant certifies that (i) it is not an employee of the District; (ii) if Consultant is currently performing work for the District or the federal government, Consultant's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
 - e. Consultant must certify compliance with the Oregon tax laws in accordance with ORS 305.385.
5. **CONFIDENTIAL INFORMATION:** Consultant acknowledges that it or its employees, sub-consultants, sub Consultants or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, sub-consultants, sub Consultants or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Consultant's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- a. **NON-DISCLOSURE.** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and to advise each of its employees, sub consultants, sub Consultants and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise the District immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Consultant against any such person. Consultant agrees that, except as directed by the District, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Consultant will turn over to the District all documents, papers, and other matter in

Consultant's possession that embody Confidential Information.

- b. **INJUNCTIVE RELIEF.** Consultant acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

6. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Consultant is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

7. **DELAYS IN DELIVERY.** Neither the District nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.

8. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

9. **FERPA.**

- a. Consultant is hereinafter considered to be "other school officials" within the meaning of FERPA. A school official is a person or company with whom the District has contracted to perform a special task and who has a legitimate educational interest in the records they have access to.
- b. Consultant agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Consultant in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Consultant's responsibilities under this Agreement.

10. **FOREIGN CONSULTANT.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

11. **GOVERNING LAW/VENUE.** The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

12. **IDENTIFICATION OF EMPLOYEES.** Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Consultant logo/name) while on District property.

13. **INDEMNITY.**

- a. Claims for other than professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its sub-consultants, sub Consultants, agents, or employees under this contract.
- b. Claims for professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the Professionally negligent acts, errors or omissions of consultant or its sub-consultants, sub Consultants, agents, or employees in the performance of professional services under this Contract.
- c. District Defense Requirements. Notwithstanding the obligations under Sections 13 a. and 13 b., neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the District, nor purport to act as legal representative of the District, without the prior written consent of the District General Counsel. District may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the District; Consultant is not adequately defending the District's interests; an important governmental principle is at issue; or it is in the best interests of the District to do so. The District reserves all rights to pursue any claims it may have against Consultant if the District elects to assume its own defense.

14. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met, the District shall insist on compliance and will provide the Consultant with a 'cure date'. If the Consultant does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all goods

delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.

15. INSURANCE Before commencing work, Consultant shall procure and maintain:

- a. **WORKER'S COMPENSATION** as required by law.
- b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Consultant has employees performing services under the contract.
- c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate. May be waived if Consultant has no vehicle while providing work under the contract.
- d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Consultants, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the District Risk Manager.
- e. **PROFESSIONAL LIABILITY.** Consultant shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
- f. **"TAIL" COVERAGE.** If any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.
- g. **CERTIFICATES OF INSURANCE.** The District, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Consultant agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during

the contract period. Insurance companies must have an A rating.

- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- i. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.

16. INVOICING AND PAYMENT. Consultant shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless specifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, 16550 SW Merlo Road, Beaverton, OR 97003. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and/or the quote provided for the individual project (if applicable), the project name/number and the District Contract Manager's name.

17. MANUFACTURES WARRANTIES. Manufactures warranties received by the Consultant which are applicable to any material equipment, parts, property and services furnished by the Consultant under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.

18. PERFORMANCE STANDARD. All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project. Consultant covenants and warrants that it shall be responsible for performing and completing, and for causing any Sub Consultants to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work. The Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

19. PERMITS AND RESPONSIBILITIES. Without additional expense to the District, the Consultant shall be responsible for maintaining any necessary licenses and permits to conduct business.

20. PRICES. All pricing is considered fixed and firm for the Contract term. The Consultant warrants that the price of the Goods and Services covered by this Contract are not in excess

of the Consultant's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods or Services.

21. PUBLIC CONTRACTS. This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:

- a. 279B.020 Conditions concerning maximum hours of labor on public contracts.
- b. 279B.220 Conditions concerning payment, contributions, liens, withholding.
- c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
- d. 279B.230 Condition concerning payment for medical care and providing workers' compensation.
- e. 279B.235 Condition concerning hours of labor.

22. PUBLICITY. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of the District.

23. SECURITY. Consultant shall comply with all virus protection, access control, back-up, password, and other security and other information technology policies of the District when using, having access to, or creating systems for any of the District's computers, data, systems, personnel, or other information resources.

24. SECURITY CHECK: The Consultant agrees that each of its employees, sub Consultants' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any sub Consultant, employee or agent. Notwithstanding the foregoing, Consultant, and not the District, remains solely responsible for performing background checks on, and screening for public safety all sub Consultants and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.

25. SEVERABILITY. If any 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 be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

26. TAXES. The District is exempt from Federal, State, and Local taxes.

27. TERMINATION.

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Consultant.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or at such later date as the District may establish in such

notice, upon the occurrence of any of the following events:

- i. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;
 - ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
 - iv. Consultant 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 Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.
- c. Consultant's Right to Terminate for Cause. Consultant may terminate this Contract upon 30 days' notice to the District if the District fails to pay Consultant pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Consultant's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Consultant warranty or any defect in or default of Consultant's performance that has not been cured, including any right of the District to indemnification by Consultant. If this Contract is so terminated, Consultant shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to the District upon demand.
- f. Consultant's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon

the District's request, Consultant shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.

- g. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

28. **TRANSPORTATION.** The Consultant is responsible for transportation of its employees to and from the Work site.

29. **WAIVER.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor

any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

30. **BUSINESS EQUITY.** The Consultant understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (MWSDVE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent MWSDVE content, by contract value, in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

END