



REQUEST FOR PROPOSALS

Solicitation No: 19-0012

For the Provision of

**Wide Area Network
Lit Fiber / Metro Ethernet**

**RFP Closing (Due Date & Time):
April 9, 2019 at 2:00 PM Pacific Time**

Issued by:
**Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
March 20, 2019**

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 19-0012

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Wide Area Network (WAN) Lit Fiber / Metro Ethernet.

No Pre-Proposal Conference will be held for this Solicitation.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Justin Sweet, Contract Specialist, or designee, at the District Administration Center located at 16550 SW Merlo Road, Beaverton, Oregon 97003 **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):
April 9, 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 must be directed ONLY IN WRITING to Justin Sweet, Contract Specialist, by email to: contracts@beaverton.k12.or.us

PROPOSALS MUST 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 19-0012
WAN Lit Fiber / Metro Ethernet

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46 and 47.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Proposals. "Contractor" or "Supplier" means the firm awarded a Contract as a result of this Solicitation. "Central Station" means Provider's central alarm monitoring station or call center.

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents 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 QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) 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 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. SCOPE OF WORK:

The purpose of this Request for Proposals (RFP) is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision of Wide Area Network (WAN) Lit Fiber / Metro Ethernet between identified Beaverton School District (District) locations.

6. CONTRACT:

The successful Proposer, selected by the District, will receive a Master Price Agreement. A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Project Work Authorizations (PWAs) or Purchase Orders (POs) will be issued by the District as needed.

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.

SECTION I – INTRODUCTION
Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

8. CONTRACT PERIOD/EXTENSION:

- a. Selected Proposer will be issued a Contract effective upon full execution, through June 30, 2020.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The Supplier's Pricing and Rates must remain firm through June 30, 2020 and through June 30 of each contract period, when extended.

9. CONTRACT ADMINISTRATOR:

The Contract Administrator for this Master Contract will be the Purchasing Manager, or designee.

10. DISTRICT REPRESENTATIVE:

The District Representative for the project is the Chief Financial Officer, or designee.

11. 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. The District reserves the right to deviate from this schedule.

Solicitation Milestone

Deadline for Questions
Submit Proposals

Completion Date

March 29, 2019
April 9, 2019 at 2:00 PM

12. CONTACT DURING SOLICITATION:

Questions must 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 is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

1. PURPOSE AND INTRODUCTION:

The purpose of this Solicitation is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision of WAN Lit Fiber / Metro Ethernet to identified Beaverton School District (District) locations.

Each connection will be evaluated individually, and as a whole to determine best configuration and pricing. Each connection may be awarded or not awarded individually. More than one (1) service provider may be award at the sole discretion of the District.

2. NARRATIVES ON PREFERRED NETWORK DESIGN AND PERFORMANCE:

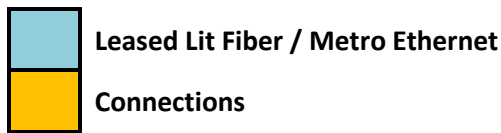
This section is for informational purposes that Proposers may find helpful.

Narrative on Lit Fiber / Metro Ethernet options:

- a. Bandwidth utilization options needed:
 - i. 100Mbps, 500Mbps, 1Gbps, 2Gbps, 3Gbps, 4Gbps, 5 Gbps, 6Gbps, 7Gbps, 8Gbps, 9Gbps, 10Gbps, 15Gbps, 20Gbps, 40Gbps, and 100Gbps.
- b. Provider Architecture: preference for designs that minimize single points of failure; including resilience in Provider Premise Equipment, fiber paths, and Provider Core infrastructure.
- c. Preference for designs that allow configuration and service flexibility. For example, it would be preferred for the circuits at each location to support an arbitrary combination of Layer 1, Layer 2, and Layer 3 functions to suit the changing needs of Schools and partners:
 - i. Layer 1 services - DWDM waves between sites, logically isolated secondary ports on Provider Edge equipment, etc.
 - ii. Layer 2/3 services - support for Q-in-Q, MPLS, jumbo packets, etc.

3. DESCRIPTION OF SERVICES:

Color key for ease of Proposer reference, corresponds to Statement of Work section and Price Schedule:



Connections for WAN Lit Fiber / Metro Ethernet detailed as follows:

LOCATION	LOCATION TYPE	ADDRESS
Aloha Huber Park	Elementary & Middle School	5000 SW 173rd Ave. Beaverton
Raleigh Hills	Elementary & Middle School	5225 SW Scholls Ferry Rd. Portland
Springville	Elementary & Middle School	6655 NW Joss Ave. Portland
Barnes	Elementary School	13730 SW Walker Rd. Beaverton
Beaver Acres	Elementary School	2125 SW 170th. Ave. Beaverton
Bethany	Elementary School	3305 NW 174th Ave. Beaverton
Bonny Slope	Elementary School	11775 NW McDaniel Rd. Portland
Cedar Mill	Elementary School	10265 NW Cornell Rd. Portland

SECTION II – STATEMENT OF WORK
Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

Chehalem	Elementary School	15555 SW Davis Rd. Beaverton
Cooper Mtn	Elementary School	7670 SW 170th Ave. Beaverton
Elmonica	Elementary School	16950 SW Lisa St. Beaverton
Errol Hassell	Elementary School	18100 SW Bany Rd. Beaverton
Findley	Elementary School	4155 NW Saltzman Rd. Portland
Fir Grove	Elementary School	6300 SW Wilson Rd. Beaverton
Greenway	Elementary School	9150 SW Downing Rd. Beaverton
Hazeldale	Elementary School	20080 SW Farmington Rd. Beaverton
Hiteon	Elementary School	13800 SW Brockman Rd. Beaverton
Kinnaman	Elementary School	4205 SW 193rd. Ave. Beaverton
McKay	Elementary School	7485 SW Scholls Ferry Rd. Beaverton
McKinley	Elementary School	1500 NW 185th. Ave. Beaverton
Montclair	Elementary School	7250 SW Vermont St. Portland
Nancy Ryles	Elementary School	10250 SW Cormorant Dr. Btvn.
Oak Hills	Elementary School	2625 NW 153rd. Ave. Beaverton
Raleigh Park	Elementary School	3670 SW 78th. Ave. Portland
Ridgewood	Elementary School	10100 SW Inglewood St. Portland
Rock Creek	Elementary School	4125 NW 185th. Ave. Portland
Sato	Elementary School	7775 NW Kaiser Rd. Portland
Scholls Heights	Elementary School	16400 SW Loon Dr. Beaverton
Sexton Mtn	Elementary School	15645 SW Sexton Mtn. Dr. Beaverton
Terra Linda	Elementary School	1998 NW 143rd. Ave. Portland
Vose	Elementary School	11350 SW Denney Rd. Beaverton
West TV	Elementary School	8800 SW Leahy Rd. Beaverton
William Walker	Elementary School	11940 SW Lynnfield Ln. Portland
Aloha	High School	18550 SW Kinnaman Rd. Beaverton
Beaverton	High School	13000 SW 2nd St. Beaverton
Mountainside	High School	12500 SW 175th Ave. Beaverton
Southridge	High School	9625 SW 125th Ave. Beaverton

SECTION II – STATEMENT OF WORK
Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

Sunset	High School	13840 NW Cornell Rd. Portland
Westview	High School	4200 NW 185th. Ave. Portland
Cedar Park	Middle School	11100 SW Park Way Portland
Conestoga	Middle School	12250 SW Conestoga Dr. Beaverton
Five Oaks	Middle School	1600 NW 173rd. Ave. Beaverton
Highland Park	Middle School	7000 SW Wilson Ave. Beaverton
Meadow Park	Middle School	14100 SW Downing St. Beaverton
Mountain View	Middle School	17500 SW Farmington Rd. Beaverton
Timberland	Middle School	650 NW 118th Ave. Portland
Stoller	Middle School	14141 SW Laidlaw Portland
Whitford	Middle School	7935 SW Scholls Ferry Rd. Beaverton
Arts and Communications Magnet Academy	Options High School	11375 SW Center St. Beaverton
Health and Science School	Options High School	18640 NW Walker Rd. Beaverton
International School of Beaverton	Options High School	17770 SW Blanton St. Beaverton
Central Office	School/District Support	16550 SW Merlo Rd. Beaverton
Transportation #1	School/District Support	1270 NW 167th. Pl. Beaverton
Transportation #2	School/District Support	10420 SW Allen Ave. Beaverton
Transportation #3	School/District Support	10550 SW 5th. St.
Title X Office	School/District Support	4925 W Angel St. Beaverton

a. Requirements:

- i. Proposers must demonstrate the capacity to meet the network build requirements through client references, prior work, and financial documentation.

b. Cabling and Construction:

i. **Inside Building Cable Routing:**

- A. Intra-building cable routing shall be performed in accordance with all applicable local building codes. When required, the Service Provider must plan a splice point at the building entrance to transition from outdoor cable to indoor cable, or enclose the outdoor cable in metallic conduit or covered metal raceway.

ii. **Cable Slack for Repair or Relocation:**

- A. A small amount of slack cable (15 - 20 feet) must be neatly stored in each Main Distribution Frame (MDF) in the event that a cable repair or relocation is required.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

iii. **Site Make Ready Work:**

- A. Any trenching and conduit placement from the street to the building entrance point must include all necessary pavement and ground repair. All pavement and other grounds must be returned to its original condition. All installation of cabling, pathways, etc. must be to BICSI specification and the design specifications of the District.

c. **LIT FIBER / METRO ETHERNET SERVICES:**

i. **Contract and Price Requirements:**

- A. Proposals must include pricing for the following contract periods:
 - (i) Five (5) years with five (5) annual renewals.
 - (ii) Ten (10) years with five (5) annual renewals.
- B. Circuit capacities must be priced at 100Mbps, 500Mbps, 1Gbps, 2Gbps, 3Gbps, 4Gbps, 5Gbps, 6Gbps, 7Gbps, 8Gbps, 9Gbps, 10Gbps, 15Gbps, 20Gbps, 40Gbps, and 100Gbps.
- C. Proposals must include Monthly Recurring Costs (MRC) related to the circuit or fiber lease, including but not limited to taxes, maintenance, support, and any other recurring fees.
- D. Proposals may include Non-Recurring installation Costs (NRC). The District prefers minimal or no non-recurring installation costs.
- E. The District may select multiple circuits at one site.
- F. Service Provider must be willing to add additional sites as requested by the District using the same Proposed pricing without extending the Contract Period as detailed above.
- G. Service Provider must be willing to increase or decrease bandwidth to existing sites without extending the overall Contract Period and using the same contracted pricing throughout the duration of the contract as requested by the District.
- H. Contract must include the ability for the District to reduce capacity of up to five-percent (5%) of circuits or three (3) circuits (whichever is greater) at any time, per year without penalty.
- I. Within the scope of this solicitation, Service Provider must not prohibit, restrict, discriminate, or charge differently by user, content, website, platform, application, type of attached equipment, or method of communication.

ii. **Ethernet and Interface Requirements:**

- A. Transport Ethernet data packets to and from a specified Ethernet interconnection point at each physical address for which service is contracted. Other communications protocols may be used to transport data packets; however, Ethernet is required at the user and network interfaces.
- B. Following the Open Systems Interconnection (OSI) model: Layer two interfaces will be Ethernet, preferably meeting Metro Ethernet standards such as VPWS, VPLS, IEEE 802.1ad (QinQ), IEEE 802.1ah (MAC in MAC), and IEEE 802.1Qay (PBB-TE).
- C. Preferred layer one hand-off is 850nm optical: 10GBASE-SR, 40GBASE-SR, or 100GBASE-SR.

iii. **Design Requirements:**

- A. Service provider must provide a map detailing the cable routes for the proposed fiber routes. The District will give preference to Service Providers with geographic route-diversity.
- B. Proposals must list underlying physical transport technologies that will be used in providing the proposed services.
- C. Service Provider must state the Maximum Transmission Unit (MTU) size for Ethernet packets.
 - (i) Preference for Ethernet MTU of 9,000 bytes.
 - (ii) Minimum Ethernet MTU of 1,600 bytes.

iv. **Service Level Requirements:**

- A. Preference that services are available with at least 99.99 percent reliability.
- B. Preference for Mean Time To Restore of four (4) hours or less.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- C. The transport network must be proactively monitored, including all associated equipment using traditional network management systems found in a Network Operations Center (NOC). Network service operations must be twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year (24x7x365). The District must have basic up/down status and bandwidth utilization monitoring capabilities of the Wide Area Network (WAN) Core backbone and each WAN Hub circuit.
- D. The data access and transport provider must be willing to agree to Service Level Agreements (SLAs) with financial penalties for service outages, lack of availability of the contracted service capacity, and any failure to meet quality of service specifications for transit delay, jitter and packet loss.
- E. Provide Build Out Schedule. Provider must be able to activate service by July 1, 2019.

4. ADDITIONAL REQUIREMENTS:

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- 1. FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0260
The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.
- 2. PRE-PROPOSAL CONFERENCE:** Pursuant to OAR 137-047-0420
 - a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
 - b. **Required Attendance.** If the District's 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 will 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. PROPOSALS ARE OFFERS:** Pursuant to OAR 137-047-0310
A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.
 - a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
 - b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
 - c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
 - d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- 4. PROPOSAL PREPARATION:** Pursuant to OAR 137-047-0400
A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:
 - a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
 - b. Provide the District with all required and requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Proposal prior to Closing;
 - d. Identify (on the Proposer Certification) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification) Written acknowledgment of receipt of all Addenda.
- 5. PROPOSAL SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. To ensure proper identification and handling, Proposals must be submitted in a **sealed** envelope appropriately marked with the Proposer's name and address and the Solicitation number clearly legible in large block numbers. Proposals must only be mailed or hand delivered to the person and location indicated on the Summary page of this Solicitation. Facsimile and electronic Proposals will not be accepted.
 - b. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
 - c. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

6. COOPERATIVE PROCUREMENT: Pursuant to OAR 137-046-0430

This Solicitation is a Permissive Cooperative Procurement.

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;
 - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.
- b. Proposers must state (on the Proposer Certification) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

7. ADDENDA: Pursuant to OAR 137-047-0430

- 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.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. 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.
- c. **Timelines; Extensions.** The District will 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. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

8. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

Proposers may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this Solicitation:

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Proposal conference (if any). Questions received by the District prior to deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.

Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us, hand delivered or mailed to the attention of Purchasing at 16550 SW Merlo Rd, Beaverton, OR 97003.

- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon Pacific Time not later than ten (10) calendar days prior to the date Proposals are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or request for change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.
- e. Protesters must exhaust all administrative remedies before seeking judicial review.

9. **PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Pursuant to OAR 137-47-0440

A Proposer may modify or withdraw its Proposal in Writing only prior to Closing. Modification or withdrawal must:

- a. Be clearly marked "Proposal Modification" or "Proposal Withdrawal" and marked and delivered as described in PROPOSAL SUBMISSION above;
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

10. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS:** Pursuant to OAR 137-47-0450

- a. The District will 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 lobby of the District Administration Center at 16550 SW Merlo Road, Beaverton, Oregon 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 will 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.

11. **LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:** Pursuant to OAR 137-47-0460

Any Proposal received after Closing is late. A Proposer's request for withdrawal or modification of a Proposal received after Closing is late. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.

12. **MISTAKES:** Pursuant to OAR 137-47-0470

To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:

- a. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. The District may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing.
- c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470(2)(c) and (d).
- d. The District will reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents accompanying the Proposal.

13. AWARD: Pursuant to OAR 137-47-0600

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District will award a Master Trade Services Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

14. NOTICE OF INTENT TO AWARD: Pursuant to OAR 137-047-0610

The District will 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 will not be final until the later of the following:

- a. SEVEN (7) calendar days after the date of the NOI, or
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

15. PROPOSAL REJECTION. Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
- v. That fails to meet the Specifications of the Solicitation.
- vi. That is submitted late.
- vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
- viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
- ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
 - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
 - v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

16. SOLICITATION CANCELLATION: Pursuant to OAR 137-047-0660

The District may cancel, delay or suspend a solicitation, or reject all Proposals, in accordance with ORS 279B.100 when it is in the best interest of the District as determined by the District. 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.

17. PROPOSAL COSTS:

Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

18. CONTRACT AWARD PROTEST: Pursuant to OAR 137-047-0740

- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a written protest to the District within seven (7) Days after the issuance of the NOI.
- b. The Proposer's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Purchasing Manager and may be e-mailed to contracts@beaverton.k12.or.us, or hand delivered or mailed to 16550 SW Merlo Rd, Beaverton, OR 97003. The Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
- e. Decision. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful Protestor or cancel the Procurement or Solicitation.

19. ADDITIONAL REQUIREMENTS:

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring.
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
- c. Failure of the District to insist on strict performance will not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.

20. 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.

- 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 must be marked “confidential” and segregated in the following manner:
 - A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Proposal documents in a separate envelope or package and electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must 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 must 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 must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will 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-B – PUBLIC WORKS
Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

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 provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include ONE (1) original complete proposal marked "ORIGINAL" on the cover page, and FIVE (5) copies of the Proposal omitting the Price Schedule marked "COPY-NO PRICING" on the cover page, and ONE (1) complete 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. There is no page limit for proposals, but the District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

Proposers must present a Proposal containing the specific information requested and submit all attachments as required, in the order listed below:

a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.

b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**

i. INSURANCE REQUIREMENT.

A. Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENTS).

ii. LIT FIBER / METRO ETHERNET REQUIREMENTS.

A. Describe in detail how Proposer will provide Lit Fiber, or Metro Ethernet. Address each individual item in SECTION II – STATEMENT OF WORK. Focus on the Proposer's ability to perform all of the required tasks.

iii. SERVICE LEVEL AGREEMENT, MEAN TIME TO RESTORE, BUILD OUT.

A. Describe in detail how Proposer will meet the requirements for Service Level Agreements, Mean Time to Restore, and Build Out. Specifically address each individual item in SECTION II – STATEMENT OF WORK.

B. Provide a brief narrative of the Proposer's history and capabilities.

C. Provide a brief narrative of the proposed staffing approach for the District's account.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

iv. REFERENCES.

- A. Provide five (5) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references of similar size to the District are preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.
1. Provide the name, telephone number, and email address of the client for each of these five (5) references. These contacts will be used by the District for reference checks.

v. PRICE SCHEDULE.

- A. Use of the provided Price Schedule (see SECTION V – ATTACHMENTS), is required. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.
- B. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

4. 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:

EVALUATION CRITERIA MATRIX		Maximum Points Possible
DETAILED PROPOSAL CONTENT REQUIREMENTS FOR SERVICES		
i.	Insurance Requirement	Pass / Fail
ii.	Lit Fiber, or Metro Ethernet Requirements	30
iii.	Service Level Agreement, Recovery Time Objective, Build Out	20
iv.	References	10
v.	Price Schedule	40
TOTAL		100

5. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
- i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

- c. **NON RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
 - d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
 - e. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
 - f. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
 - g. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
 - h. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- 6. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION IV-B – PUBLIC WORKS
Solicitation No: RFP 18-0048
Wide Area Network Lit Fiber / Metro Ethernet

The following section applies only to Proposals that contain non-recurring construction installation costs.

1. PUBLIC WORKS REQUIREMENTS:

This solicitation may result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable). No Proposal will be received or considered by the District unless the Proposal contains a statement by the Proposer that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) or the Davis Bacon Act (40 U.S.C. 3141 et seq, if applicable) are to be complied with (see SECTION V – ATTACHMENTS, Proposer Certification).

2. REGISTRATION REQUIREMENTS:

Proposers must be currently registered with the Construction Contractors Board (CCB) as required by ORS 701.021, licensed by the Sate Landscape Contractors Board, as required by ORS 671.530, or licensed by the Department of Environmental Quality, as required by ORS 468A.710 (Air Quality), if required, holding the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project must be similarly registered with the Construction Contractors Board, State Landscape Contractors Board or Department of Environmental Quality, as required, at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3. BOLI/PWR REQUIREMENTS. Pursuant to ORS 279C.800 to 279C.870:

All contractors and subcontractors will abide by the latest determination of the minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Bureau of Labor and Industries and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

- a. The Contractor is required to pay workers not less than prevailing wage rates for the Region #2 through the contract period.
- b. If the Contractor fails to pay for labor and services the District can pay and will withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839-025-0020(2)(b).
- d. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2018 and the Prevailing Wage Rate Amendment effective October 1,2018. They may be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS. Pursuant to OAR 137-49-0460 and ORS 279C:

a. Performance and Payment Bonds.

- i. Pursuant to ORS 279C.380, the Contractor must furnish bonds covering the faithful performance of the Contact and payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by the District. The cost of the Bonds must be included in the Contract Sum. The amount of each Bond must be equal to 100 percent of the Contract Sum. Performance and Payment Bonds must be the AIA A312 or as approved by the District.
- ii. Bonds must be effective from the Contract date through the Final Completion of the Contract.
- iii. Failure to adhere to these requirements may be grounds for rejection of the Bid.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

b. **Public Works Bond.**

- i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this solicitation.
- ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
- iii. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the District if an exemption applies to the Contractor.
- iv. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon

- c. **Time for Submission.** The apparent successful Proposer must promptly furnish the required performance security upon the District's request. If the Proposer fails to furnish the security as requested, the District may reject the Bid and award the Contract to the Responsible Proposer with the next lowest Responsive Bid, and, at the District's discretion, the Proposer must forfeit its Bid Bond.

5. **SUBSTITUTE CONTRACTOR.** Pursuant to OAR 137-49-0470:

If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and will not be subject to the competitive procurement provisions of ORS Chapter 279C.

6. **FOREIGN CONTRACTOR.** Pursuant to OAR 137-49-0490:

If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor must promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District will satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

7. **CERTIFIED PAYROLL WITHHOLDING.** Pursuant to ORS 279C.845:

- a. If a prime contractor does not file certified payroll as required (at least once per month), the District will withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.
- b. If a first-tier subcontract does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- c. Once certified payroll reports are submitted, the District or prime contractor are to pay amounts withheld within 14 days.
- d. Neither the District nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

8. **DRUG TESTING REQUIREMENT:**

ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposers are therefore required to certify that they have an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0012
WAN Lit Fiber / Metro Ethernet

program will constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

9. OTHER TERMS AND CONDITIONS:

The Contractor must understand and agree to comply with the following:

- a. Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the District; and Pay to the Department of Revenue all sums withheld from employees. (ORS 279C.505(1));
- b. Demonstrate that an employee drug testing program is in place. (ORS 279C.505(2));
- c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective;
- d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- e. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the contractor or a subcontractor, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor, as set forth in ORS 279C.515(1);
- f. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- g. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- h. Abide by maximum hours of labor and overtime, as set forth in ORS 279C.520(1);
- i. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- j. Abide by environmental and natural resources regulations (ORS 279C.525);
- k. Make required payments for medical care and certain services related to sickness and injury to employees, as set forth in ORS 279C.530(1);
- l. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- m. Abide by maximum hours, holidays and overtime (ORS 279C.540);
- n. Abide by time limitation on claims for overtime (ORS 279C.545);
- o. Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p. File required BOLI Public Works bond(s) including subcontractors, as set forth in ORS 279C.830(2);
- q. Follow Retainage rules (ORS 279C.550 to 279C.570);
- r. Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s. Maintain relations with subcontractors (ORS 279C.580);
- t. Make notice of claim (ORS 279C.605);
- u. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385; and
- v. Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 19-0012

WAN Lit Fiber / Metro Ethernet

Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.

- w. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor must not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior Written consent. Unless otherwise agreed by the District in Writing, such consent will not relieve the Contractor of any obligations under the Contract. Any assignee or transferee will be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, must remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in Writing.

PROPOSAL SUBMISSION CHECKLIST

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

____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following certifications and forms must be completed and 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. (Attachment A) This serves as the cover sheet for your Proposal.
- ____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- ____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- ____ PROPOSER REFERENCE FORMS – (Attachment F)
- ____ PRICE SCHEDULE – Both Pages. (Attachment G)

____ DETAILED PROPOSAL CONTENT REQUIREMENTS

Detailed Proposal Content Requirements are specified in SECTION IV – RESPONSE AND EVALUATION.

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 are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

ATTACHMENT H Sample Master Price Agreement

ATTACHMENT I Current Connection Speeds

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 J Sealed Proposal Label

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 19-0012

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. 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.
7. 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 Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency _____.
9. 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.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

12. The Proposer (check one) ____ will / ____ will not extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 19-0012

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

If Proposer signs Part A, the remainder of this Certification Statement does not need to be completed.

Part A. Proposer is a Corporation:

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- C. Telephone listing is used for the business that is separate from the personal residence listing.
- D. Labor or services are performed only pursuant to written contracts.
- E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: _____ Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 19-0012

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 must be arrived at independently and without consultation, communication or agreement with any other Supplier, 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, will 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 Solicitation, 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 will 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."

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

**PROPOSER RESPONSIBILITY FORM
(PROPOSER’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: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm’s name) (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 E
Solicitation No: RFP 19-0012

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 construction contract? Yes. No.

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 19-0012

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. (Include court, case number and party names.) _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or 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 E
Solicitation No: RFP 19-0012

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 F
Solicitation No: RFP 19-0012

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide five (5) references and must 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 G
Solicitation No: RFP 19-0012

PRICE SCHEDULE

Please see Price Schedule for Wide Area Network (WAN) Lit Fiber / Metro Ethernet in separate Excel document.

This Contract sets forth all the covenants, conditions, and promises between the following parties:

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

STATEMENT OF WORK: [Contractor] (Contractor) to provide Beaverton School District (District) with all services, materials, equipment, etc. necessary for the provision of Wide Area Network (WAN) Lit Fiber / Metro Ethernet for all connections as further detailed in Exhibit B, Request for Proposals (RFP) 19-0012 including issued Addenda, incorporated by reference, and Exhibit C, [Contractor]'s Proposal, attached.

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 Contract and all exhibits and 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, Request for Proposals (RFP) 19-0012 including issued Addenda, Specifications and Drawings (if any); and (4) Exhibit C - Contractor's Proposal.

Any Contractor Response (bid/proposal) attached to this Agreement is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Agreement as defined above; and (ii) any statement of Contractor's and its sub-Contractors' 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: Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchase Orders (PO) are required prior to any work being performed and will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

CONTRACT PERIOD. The contract period shall be upon contract execution through **June 30, [XXXX]**.

RENEWAL OPTION: The contract may be renewed upon mutual agreement of the Parties for **five (5)** additional one (1) year periods.

DISTRICT REPRESENTATIVE:

The District Representative for this Contract is **Steve Langford**, Chief Information Officer, at Steven_Langford@beaverton.k12.or.us (email), (503) 356-4416 (phone). The District Representative shall be the initial point of contact for all matters related to performance, authorization and to carry out the responsibilities of the District.

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:

<p>Beaverton School District</p> <hr/> <p>District Representative _____ Date _____</p> <hr/> <p>Department Administrator _____ Date _____</p> <hr/> <p>Business Services Purchasing _____ Date _____</p> <p>Not a valid Contract until all signatories are complete</p>	<p>[Contractor]</p> <hr/> <p>(typed or printed name of officer)</p> <hr/> <p>Signature _____</p> <p>Title: _____</p> <p>Phone/Fax: _____</p> <p>Date: _____</p>
---	--

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all purchases of services by or on behalf of the Beaverton School District unless specifically provided otherwise in writing.

1. Assignment. Provider shall not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

2. Compliance with Laws. Provider certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Provider 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. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

3. Changes. The District may make written changes to this contract. If such change causes an increase or decrease in the consideration or the time required to perform, an equitable adjustment shall be made and the agreement modified in writing.

4. Force Majeure. Neither the District nor Provider shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

5. Contact With Students: All Providers are subject to Law Enforcement Data System background check. The Provider must not have unsupervised contact with students. When unsupervised contact with students is requested by the District, Provider must be fingerprinted (\$75.00 fee).

6. Governing Law. 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.

7. Indemnification and Hold Harmless. Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the

Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District there from. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

8. Independent Contractor. The services provided under this Contract are those of an independent contractor. Provider is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Provider's performance.

9. Insurance. Provider shall purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Provider has one or more 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 in the aggregate. May be waived if Provider has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- e. 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 Provider 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.
- f. The District reserves the right to require additional insurance which will be delineated in an attachment to this agreement.

10. Representations. Provider represents and warrants to the District that (1) Provider has the power and authority to enter into and perform this Contract, (2) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (3) Provider shall, at all times

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

11. Responsibility for Taxes and Withholding. Provider shall be responsible for all federal or state taxes applicable to compensation paid to Provider under this Contract. The District will not withhold from such compensation any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under this Contract.

12. 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.

13. 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 Provider.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, 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 Provider'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) Provider no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Provider 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 Provider'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 period as the District may specify in such notice.
- c. Provider's Right to Terminate for Cause. Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider'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 Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of

the District to indemnification by Provider. If this Contract is so terminated, Provider 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, Provider'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 Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
- f. Provider's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider 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.
- 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.

14. Confidential information. Provider acknowledges that it or its employees, sub-contractors, 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 Provider or its employees, sub-contractors, 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 Provider'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 Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider'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 Provider who can be shown to have had no access to the Confidential Information.

- a. NON-DISCLOSURE. Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider 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

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

each of its employees, sub-contractors, and agents of their obligations to keep Confidential Information confidential. Provider 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, Provider shall advise the District immediately in the event Provider 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 Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider 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, Provider will turn over to the District all documents, papers, and other matter in Provider's possession that embody Confidential Information.

- b. **INJUNCTIVE RELIEF.** Provider 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. Provider 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.

15. FERPA.

- a. Provider 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. Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Provider 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 Provider's responsibilities under this Agreement.

16. 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.

17. Invoicing and Payment. A separate invoice must be issued for each shipment, and must include the Order number. Invoices must not be issued prior to delivery of goods, or completion of services. Payment will not be made prior to receipt of goods, or completion of services, and receipt of 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 thirty (30) Days after the latter of (1) receipt of goods, or completion of services, (2) receipt of proper billing for goods. The District will not pay any additional charges including charges for state/local taxes, interest, late charges, or extra charges for boxing, packing, cartage, or other extras unless specifically agreed to in writing by the District.

18. Prices. All pricing is considered fixed and firm for the initial Contract term except as allowed in Price Escalation/De-Escalation below. The Contractor warrants that the price of the goods or services covered by this Contract are not in excess of the Contractor's lowest prices in effect on the date of this Contract for comparable quantities of similar goods or services.

19. Price Escalation/De-escalation. On or about sixty (60) Days prior to the contract expiration date the District will initiate a contract extension (if any). During this extension period the Contractor may pass on to the District verifiable increases in its supplier's price or increases in shipping costs. The District shall have the right to accept or reject any proposed price change. Conversely, the Contractor shall pass on to the District any decrease of like costs. In either case, the Contractor may maintain the same margin. The Contractor shall be prepared to provide the District documentary evidence to support price changes. The District reserves the right to terminate this contract, in whole or in part, without prejudice, if the Contractor increases prices. Additionally, the District reserves the right to terminate this contract, in whole or part, if there is a reduction in price for a Good on this Contract in the general market and the Contractor's price does not reflect this reduction. The District reserves the right to audit the Contractor's financial records as they pertain to administration of this clause.

20. Cooperative Participation. Pursuant to ORS 279A.215 other Governmental Agencies may utilize this Contract. Notwithstanding any limitations or exclusions, it shall be assumed that the Provider will extend this Contract to any other public agencies during the life of this Contract.

21. Identification of Employees. Contractor shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Contractor logo/name) while on District property.

22. Continuing Obligation. Notwithstanding the expiration date of this Contract, the Contractor is obligated to fulfill his responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

23. Permits. Without additional expense to the District, Contractor shall be responsible for maintaining any necessary licenses, and permits.

EXHIBIT A – BEAVERTON SCHOOL DISTRICT MASTER PRICE AGREEMENT GENERAL TERMS AND CONDITIONS

*District Public Contracting Rules can be found on the following
website: [https://www.beaverton.k12.or.us/depts/business/purchasing/
/Pages/default.aspx](https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx) - END -

SAMPLE

SECTION V – ATTACHMENTS
ATTACHMENT I
Solicitation No: RFP 19-0012

CURRENT CONNECTIONS

LOCATION	LOCATION TYPE	CURRENT CONNECTION TO WAN
Aloha Huber Park	Elementary & Middle School	1Gbps
Raleigh Hills	Elementary & Middle School	1Gbps
Springville	Elementary & Middle School	1Gbps
Barnes	Elementary School	1Gbps
Beaver Acres	Elementary School	1Gbps
Bethany	Elementary School	1Gbps
Bonny Slope	Elementary School	1Gbps
Cedar Mill	Elementary School	1Gbps
Chehalem	Elementary School	1Gbps
Cooper Mtn	Elementary School	1Gbps
Elmonica	Elementary School	1Gbps
Errol Hassell	Elementary School	1Gbps
Findley	Elementary School	1Gbps
Fir Grove	Elementary School	1Gbps
Greenway	Elementary School	1Gbps
Hazeldale	Elementary School	1Gbps
Hiteon	Elementary School	1Gbps
Kinnaman	Elementary School	1Gbps
McKay	Elementary School	1Gbps
McKinley	Elementary School	1Gbps
Montclair	Elementary School	1Gbps
Nancy Ryles	Elementary School	1Gbps
Oak Hills	Elementary School	1Gbps
Raleigh Park	Elementary School	1Gbps
Ridgewood	Elementary School	1Gbps
Rock Creek	Elementary School	1Gbps
Sato	Elementary School	1Gbps
Scholls Heights	Elementary School	1Gbps

SECTION V – ATTACHMENTS
ATTACHMENT I
Solicitation No: RFP 19-0012

Sexton Mtn	Elementary School	1Gbps
Terra Linda	Elementary School	1Gbps
Vose	Elementary School	1Gbps
West TV	Elementary School	1Gbps
William Walker	Elementary School	1Gbps
Aloha	High School	2Gbps
Beaverton	High School	2Gbps
Mountainside	High School	2Gbps
Southridge	High School	2Gbps
Sunset	High School	2Gbps
Westview	High School	2Gbps
Cedar Park	Middle School	1Gbps
Conestoga	Middle School	1Gbps
Five Oaks	Middle School	1Gbps
Highland Park	Middle School	1Gbps
Meadow Park	Middle School	1Gbps
Mountain View	Middle School	1Gbps
Timberland	Middle School	1Gbps
Stoller	Middle School	1Gbps
Whitford	Middle School	1Gbps
Arts and Communications Magnet Academy	Options High School	2Gbps
Health and Science School	Options High School	Aggregation 12Gbps (Data Center 2 connections 8Gbps + 4 Gbps)
International School of Beaverton	Options High School	1Gbps
Central Office	School/District Support	Aggregation 12Gbps (Data Center 2 connections 8Gbps + 4 Gbps)
Transportation #1	School/District Support	1Gbps
Transportation #2	School/District Support	100Mbps
Transportation #3	School/District Support	1Gbps
Title X Office	School/District Support	100Mbps

SECTION V – ATTACHMENTS
ATTACHMENT J
Solicitation No: RFP 19-0012

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

Beaverton School District
Administration Center
16550 SW Merlo Road
Beaverton, Oregon 97003

SEALED PROPOSAL # **19-0012** DATE: **April 9, 2019**

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

FOR: **Wide Area Network (WAN) Lit Fiber / Metro Ethernet**

PROPOSER: _____

Please attach label to outside of Proposal package.