



REQUEST FOR PROPOSALS

Solicitation No: 19-0038

For the Provision of a Master Contract for:

**ASBESTOS AND MOLD INSPECTION, MANAGEMENT PLANNING
SERVICES AND LEAD PAINT TESTING**

RFP Closing (Due Date & Time):

February 6, 2020 by 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton, Oregon 97003

January 8, 2020

REQUEST FOR PROPOSAL

Solicitation No: RFP 19-0038

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Consultants (Proposers) interested in the provision of Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing, on an as needed basis.

There is **NO Pre-Proposal conference** scheduled for this Solicitation.

Interested Proposers **must submit a Proposal via Email** to Contracts@beaverton.k12.or.us, pursuant to the provisions of this Solicitation **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):**February 6, 2020 by 2:00 PM Pacific Time****To: Contracts@beaverton.k12.or.us**

No public opening will occur. Proposals will be opened and recorded. The number of Proposals received, and the identity of Proposers will be available within seven days. 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 Larry Pelatt, Purchasing Manager, 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: 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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. "Consultant" or "Supplier" means the firm awarded a Contract as a result of this Solicitation.

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 in writing 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:**

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. The Beaverton School District has approximately 4,606 employees. The District is responsible for educating approximately 40,860 students in pre-kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools and six (6) Option Schools. The District also has nine (9) ancillary facilities.

5. **SCOPE OF WORK:**

The District is seeking to establish Master Contracts(s) with qualified Consultants for the provision of Asbestos and Mold Inspection, Management Planning Services, and Lead Paint Testing. 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.

6. **CONTRACT:**

The successful Proposer(s), selected by the District, will receive a Master Consultant Services Contract. Individual Project Work Authorizations (PWAs) will be issued by the District as needed. A sample of each is enclosed herein (See 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 Consultant 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.
- c. Personnel substitution – if the consultant must substitute personnel included in their original proposal, they must obtain written District approval of substituted personnel, prior to substitution.

7. **AMENDMENTS:**

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

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Proposers will be issued a Contract effective upon full execution, through June 30, 2021.
- b. Should the District elect to extend the Contract for additional one (1) year terms, the District will send correspondence to the Consultant on or about two (2) months prior to the contract end date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of four (4) additional one (1) year terms. In no event will the contract be extended beyond June 30, 2025.
- d. The Consultant's Pricing and Rates must remain firm through June 30, 2021 and through June 30 of each contract period, if extended. Only during the contract extension offer period may the Consultant submit a request for Pricing and Rate adjustment. Price increases beyond the Consumer Price Index are not allowed.

9. CONTRACT ADMINISTRATOR:

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

10. DISTRICT REPRESENTATIVE:

The District Representative is the Project Coordinator Supervisor for Maintenance or designee. A District Representative will be designated for each individual PWA.

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.

<u>Solicitation Milestone</u>	<u>Completion Date</u>
Issue RFP	January 8, 2020
Deadline for Questions	January 20, 2020 by 2:00 PM
Issue Addenda (No later than)	January 31, 2020
Proposals Due	February 6, 2020 by 2:00 PM
Contract Award	On or about March 16, 2020
Begin Services	On or about June 1, 2020

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 Bid to rejection.

13. INTERGOVERNMENTAL PERMISSIVE COOPERATIVE AGREEMENT:

At the discretion of the Consultant and pursuant to ORS 279A and Beaverton School District procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Consultant(s), under terms and conditions of the resultant contract, or the terms and conditions of the additional Agency, whichever is most beneficial to said Agency.

Any such purchases shall be between the Consultants and the participating public agency and shall not impact the Consultant's obligation to the Beaverton School District. Any estimated purchase volumes listed herein do not include other public agencies and the Beaverton School District makes no guarantee as to their participation.

SECTION II – STATEMENT OF WORK

SOLICITATION: 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

1. **PURPOSE AND INTRODUCTION:**

The purpose of this Solicitation is to establish services of qualified Environmental Management and Consulting firms to provide Asbestos Inspection and Management Planning Services under the provisions of 40CFR 763 Subpart E (Asbestos-Containing Materials in Schools) and the State of Oregon’s Department of Environmental Quality (DEQ); Mold Inspection and Management Planning Services under the provisions of the US EPA Indoor Air Quality program for Mold in Schools and Commercial Buildings; and Lead Paint Testing under the provisions of the US EPA Lead Renovation, Repair, and Paint Program in Schools. Consultant shall employ only persons duly licensed/accredited by the State of Oregon to perform the Work required under this Contract for which applicable Oregon law requires a license/accreditation.

2. **STATEMENT OF WORK:**

A. Field Inspections, Testing, Assessment, and Planning

i. Purpose: The purpose of Field Inspections, Testing, Assessment, and Planning shall be to respond to District requests for site-specific investigation and mitigation of possible Asbestos-Containing Building Materials (ACBM), Mold, and or Lead Paint. To this end, at the request of the District, the Consultant shall:

- a. Visit identified sites to visually inspect for the existence of ACBM, presumed ACBM, Mold, and/or Lead Paint.
- b. Assess and categorize any identified ACBM, Mold, and/or Lead Paint in a written inspection report.
- c. Provide Management Planner recommendations on appropriate response actions to contain or abate, as necessary, any identified ACBM, Mold and/or Lead Paint.
- d. Provide field monitoring during the scheduled response action.
- e. Provide microbial air sampling during any scheduled mold response action.

ii. Tasks: Specific tasks within this schedule shall include the following:

- a. Upon receipt of a request from the District, Consultant shall visit the identified site and conduct a field inspection to inspect and assess the site for the existence of ACBM, presumed ACBM, Mold, and/or Lead Paint. The District’s Representative shall direct such requests to the Consultant.
- b. Consultant shall use asbestos, mold, and lead paint building inspectors and management planners with current and valid accreditation certificates to conduct these field inspections, to perform the appropriate assessments, and to make recommendations on appropriate response actions.
- c. Upon completion of such inspection and response recommendation, Consultant shall verbally communicate their findings and recommendation to the District’s Representative. Within two (2) business days. Within Five (5) business days, following verbal communication, a written report shall be submitted. This report shall contain, at a minimum, a summary of the requested inspection including, but not limited to, the date and location, the results of assessment, the printed name and signature of the inspector, and a summary of the recommended response actions resulting from the assessment.

B. Capital Improvement Projects - Field Assessments

i. Purpose: The purpose of Capital Improvement Projects - Field Assessment shall be to respond to District requests for site-specific investigation and mitigation of possible Asbestos-Containing Building Materials (ACBM), Mold, and/or Lead Paint. To this end, at the request of the District, the Consultant shall:

- a. Review draft demolition plans provided by the project’s architect against the District’s inventory and develop an assessment of potential abatement need; and
- b. Visit identified sites to visually inspect for the existence of ACBM, presumed ACBM, Mold, and/or Lead Paint; and

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- c. Attend the District’s pre-construction meeting in order to coordinate with the selected Consultant on the proposed demolition plan for the project; and
 - d. Assess and categorize any impacted identified ACBM, Mold, and/or Lead Paint in a written inspection report; and
 - e. Provide Management Planner recommendations on appropriate response actions to contain or abate, as necessary, any identified ACBM, Mold, and/or Lead Paint; and
 - f. Assist the District in the selection of a qualified abatement contractor and coordinate their work in the field with the General Contractor assigned to the project.
- ii. Tasks: Specific tasks within this schedule shall include the following:
- a. Upon receipt of a request from the District, Consultant shall visit the identified site and conduct a field inspection to inspect and assess the site for the existence of ACBM, presumed ACBM, Mold, and/or Lead Paint. The District’s Representative shall direct such requests to the Consultant.
 - b. Provider shall use asbestos building inspectors and management planners with current and valid accreditation certificates to conduct these field inspections, to perform the appropriate assessments and to make recommendations on appropriate response actions.
 - c. Upon completion of such inspection and response recommendation, Consultant shall verbally communicate their findings and recommendation to the District Representative. Within two (2) business days. Within five (5) business days, following verbal communication, a written report shall be submitted.
 - d. Upon determination of an appropriate response action to the identified condition, the Consultant shall coordinate the solicitation of quotes from qualified contractors to perform the work and assist the District in the selection of a qualified contractor.
 - e. Once a contractor has been selected, the Consultant shall serve as the field monitor to observe the abatement and/or remediation work and conduct air monitoring and sampling, as required.
 - f. Upon completion of the abatement/remediation work, Consultant shall provide District with a complete project record of the abatement work.
- C. Use of Verdant for asbestos record keeping
- i. Purpose: The District utilizes Verdant, a web tool developed to aid in the ongoing management of environmental operations data, largely for asbestos-containing building materials at District buildings. Consultants shall upload asbestos testing and abatement information in the respective building file(s) in Verdant.
 - ii. Tasks: Specific tasks within this schedule shall include the following:
 - a. Upon receiving a request for asbestos testing or asbestos abatement, Consultant shall add a new activity in the appropriate school/building location(s) listed in Verdant. This task shall be completed within three (3) business days after receiving the initial request for testing and/or abatement.
 - b. Once asbestos testing results are received, update the related activity with the materials tested and their results and upload the full report under Files. This task shall be completed within five (5) business days of receiving testing results.
 - c. For asbestos abatement activities, update the related activity with descriptions and quantities of ACBM removed. This task shall be completed within seven (7) business days of finished abatement work and air clearance.

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3. DESIRED QUALIFICATIONS:

- A. It is desired that the Consultant and the lead person designated at the site commissioning authority satisfy as many of the following requirements as possible:
 - i. The Consultant will demonstrate depth of experienced personnel and capability to sustain loss of assigned personnel without compromising quality and timeliness of performance.
 - ii. Have previously acted as the asbestos inspection consultant for a school district.
 - iii. Direct experience in monitoring and analyzing bulk material and air samples.
 - iv. Have access to laboratory facilities that will provide timely response for testing of both bulk samples and air samples for emergency response actions.
 - v. Demonstrated knowledge of applicable AHERA and DEQ requirements
 - vi. Demonstrated knowledge of AHERA inspection protocols.
 - vii. Demonstrated knowledge of US EPA Indoor Air Quality program for Mold Remediation in Schools and Commercial Buildings and experience with mold remediation in school buildings.
 - viii. Demonstrated knowledge of US EPA Lead Renovation, Repair, and Painting Rule and follow lead-safe work practices during remediation.
 - ix. Excellent verbal and written communication skills. Highly organized and able to work with both management and facility staff.
 - x. The required expertise for this project must be part of the skill and experience set of the prime firm making the proposal. Assigned staff shall have all the appropriate State and Federal certifications and accreditation.

SECTION III- INSTRUCTIONS TO PROPOSERS

SOLICITATION: 19-0038

Asbestos Inspection, Management Planning Services and Lead Paint Testing

1. INTRODUCTION

This section prescribes the mandatory submission format for the presentation of a Proposal in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Consultant and to aid in clear understanding and evaluation of each proposal.

2. PROPOSAL SUBMISSION FORMAT

Should be in font size 10. Elaborate artwork, visuals or other promotional presentations which hinder the desired brevity and tend to be extraneous and confusing, are not desired.

3. PROPOSAL CONTENT REQUIREMENTS

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

a. EXPERIENCE, CAPABILITIES & QUALIFICATIONS

- i. Give a brief narrative of Consultant's background and experience. Generally describe previous experience related to furnishing Asbestos and Mold Inspection and Management Planning Services and Lead Paint Testing.
- ii. Detail how the Consultant meets or exceeds the work requirements and the Desired Qualifications as requested in Section II - Statement of Work.
- iii. Detail how the Consultant meets the Desired Qualifications listed in Section II.
- iv. Describe the Consultant's responsibilities and the scope of work for at least two projects similar to the complexity and magnitude of the scope of work described within this Solicitation.
- v. Disclose whether, within the last five (5) years, the Consultant or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.

b. SPECIFIC SCHOOL DISTRICT EXPERIENCE

- i. Detail and describe Consultant's previous experience related to furnishing Asbestos and Mold Inspection and Management Planning Service and Lead Paint Testing.
- ii. Describe the Consultant's responsibilities and the scope of work for at least two (2) School District projects, other than the Beaverton School District, similar to the complexity and magnitude of the scope of work described within this Solicitation.

c. KEY INDIVIDUAL and PERSONNEL EXPERIENCE and QUALIFICATIONS

- i. List the lead person designated as the site commissioning authority who will serve as lead personnel for work to be performed under this contract. Describe their relevant qualifications and experience.
- ii. Detail how the lead person designated meets the Desired Qualifications listed in Section II.
- iii. Key Personnel. List the relevant experience of other key personnel (project management, supporting staff, and any sub-consultants that may be proposed for use by the Consultant, including detailed resumes (qualifications and experience, including degrees, certifications, and licenses)). Describe their relevant role(s).

SECTION III- INSTRUCTIONS TO PROPOSERS

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d. PROJECT/PROFESSIONAL REFERENCES

References from school districts comparable to that of Beaverton School District size and scope of this solicitation shall be preferred.

i. Consultant:

Provide project and professional references and experience for at least three (3) similar inspection projects within the last three (3) years for which the Consultant was the principal consultant. Include a description of the services provided, including the number of buildings inspected.

ii. Key Individual(s):

Provide project and professional references and experience for at least three (3) similar inspection projects within the last three (3) years for which the key individual(s) who will serve as lead personnel for work under this contract were the principal consultants. Include a description of the services provided, including the number of buildings inspected.

iii. Beaverton School District shall not be included as a reference.

iv. The District reserves the right to investigate and consider references submitted by the Consultant, including customers other than those listed in the Consultant's submission, and Beaverton School District experience.

i. COST/FEE DETAIL

The fees for performing tasks identified shall be based on an actual time and material basis based on the hourly rates provided as part of the proposal. The District shall pay Consultant for services performed upon receipt of a proper invoice and the completed report as outlined above.

ii. QUALITY OF PROPOSAL

Proposals shall be scored for this factor based on the Proposers responsiveness to the solicitation requirements, terms, and conditions. In addition, the readability, neatness, clarity, and organization (logical, reasonable and professional) will be considered.

SECTION IV – EVALUATION AND REPOSE

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Asbestos Inspection, Management Planning Services and Lead Paint Testing

1. **EVALUATION OF PROPOSAL.** The District will form an evaluation committee, of at least three (3) individuals to review, score and rank Proposals according to the evaluation criteria set forth in this Solicitation. Evaluation shall be in accordance with the subjective evaluation criteria defined below. The evaluation committee shall provide the Purchasing Manager the results of the scoring and ranking for each proposer.
2. **EVALUATION CRITERIA.** The District shall score each proposal by reviewing and evaluating the line items required to be submitted. The following table indicates how the total points in the scoring shall be assigned. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items.

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 shall be weighted to the lowest price proposal (lowest price scores the highest, all other higher priced proposals are weighted against the lowest priced proposal).

Section III References		EVALUATION FACTORS MATRIX	Maximum Points
3a		Experience, Capabilities and Qualifications	25
3b		Specific School District Experience	20
3c		Key Individual Professional Experience & Qualifications	30
3d		Project/Professional References	Pass/Fail
3e		Cost/Fee Detail	15
3f		Quality of Proposal	10
Total Possible Points			100

3. **INTERVIEWS.**
 - A. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked firm, or up to four (4) firms, if the scoring is very close, may be invited to interview. The interview process will be used to supplement and clarify the information contained in the proposal.
 - B. Interviews, if conducted, will bear on the firms’ rankings in the selection process.
 - C. Percentage/points assigned during the initial evaluation process may be adjusted by the evaluation committee members, at their discretion, based upon findings from the interviews.
 - D. Based upon the proposal scoring, modified by the interviews if held, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to District Administration for a final decision to award a contract.
 - E. Details about interviews will be issued to those firms invited. Such interviews/presentations will be at the firm's expense.
4. **SELECTION AND NEGOTIATION.** The evaluation committee shall provide to the Purchasing Manager the results of the scoring and ranking for each Consultant.

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5. **TIES AMONG CONSULTANTS.**

- A. If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines, after the ranking of Consultants, that two or more Consultants are identical in terms of price or are identical in terms of price and qualifications, then the District may elect to award an additional contract to the tied Proposers regardless of how this impacts the overall number of contracts issued.

SECTION V- PUBLIC CONTRACTING RULES

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1. FORMAL SELECTION PROCEDURE:

The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.

2. PRE-PROPOSAL CONFERENCE:

- 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:

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:

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:

- a. To ensure proper identification and handling, Proposals must be sent via email to Contracts@beaverton.k12.or.us Please identify the Proposer's name and address and the Solicitation number clearly legible in large block numbers.
- 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 V- PUBLIC CONTRACTING RULES

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6. ADDENDA:

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- 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.

7. 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
 - 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.

SECTION V- PUBLIC CONTRACTING RULES

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e. Protesters must exhaust all administrative remedies before seeking judicial review.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- a. The District will electronically accept each Proposal and any modification upon receipt.
- 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, and the identity of Proposers will be available within seven days. 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.

10. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

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.

11. MISTAKES:

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 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.

12. AWARD:

- 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 or resulting contract at no penalty.

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- b. If awarded, the District will award a Master Consultant 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.

13. NOTICE OF INTENT TO AWARD:

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.

14. PROPOSAL REJECTION:

- 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.
 - 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.

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- 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.

15. SOLICITATION CANCELLATION:

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.

16. PROPOSAL COSTS:

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

17. CONTRACT AWARD PROTEST:

- 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.
- 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.

18. 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.

19. CONFIDENTIALITY OF PROPOSALS:

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

SECTION V- PUBLIC CONTRACTING RULES

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Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

- 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.

20. PUBLIC WORK REQUIREMENTS:

- a. Consultants are not subject to Prevailing Wage Rates.

Foreign Consultant:

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

Consultant must understand and agree to comply with the following:

- c. Abide by maximum hours of labor and overtime, as set forth in ORS 279C.520(1).
- d. Abide by environmental and natural resources regulations, as set forth in ORS 279C.525.
- e. Make required payments for medical care and certain services related to sickness and injury to employees, as set forth in ORS 279C.530(1).
- f. Abide by maximum hours, holidays, and overtime, as set forth in ORS 279C.540.
- g. Abide by time limitations on claims for overtime, as set forth in ORS 279C.545.
- h. Abide by prompt payment policy, progress payments, rate of interest, as set forth by ORS 279C.570.
- i. Make notice of claim, as set forth by ORS 279C.605.
- j. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385.
- k. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Consultant 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

SECTION V- PUBLIC CONTRACTING RULES

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Writing, such consent will not relieve the Consultant of any obligations under Contract. Any assignee or transferee will be considered the agent of the Consultant and be bound to abide by all provision of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Consultant's rights or delegation of the Consultant's duties, the Consultant 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 V 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 will result in disqualification of the proposing firm.

- ____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- ____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- ____ KEY PERSONNEL (Attachment E)
- ____ PRICE SCHEDULE (Attachment F)
- ____ PROPOSER REFERENCE FORMS – Include the # specified on the form. (Attachment G)

Detailed Proposal Content Requirements are specified in SECTION III, Paragraph 3.

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 Consultant Services Contract
ATTACHMENT I	Sample Project Work Authorization (PWA)
ATTACHMENT J	Sample Requests for Quote

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

SECTION VI- ATTACHMENTS

ATTACHMENT A

Solicitation No: RFP 19-0038

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 VI- ATTACHMENTS

ATTACHMENT B

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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: _____

SECTION VI- ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 19-0038
Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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

SECTION VI- ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0038
Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

**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 VI- ATTACHMENTS

ATTACHMENT D

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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 VI- ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 19-0038
Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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 VI- ATTACHMENTS

ATTACHMENT E

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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	

PRICE SCHEDULE

ATTACHMENT F

SCHEDULE A & B SERVICES	PRICE	UNIT
Asbestos Re-inspection Services	\$	
Asbestos Periodic Surveillance	\$	
Asbestos Pre-Renovation Survey	\$	
TIME & MATERIAL RATES	PRICE	UNIT
Principal	\$	Hour
Project Manager / Lead Person / Designer	\$	Hour
AHERA Inspector / Technician	\$	Hour
Industrial Hygienist Investigation	\$	Hour
CAD Drafter	\$	Hour
Clerical / Support Staff	\$	Hour
Mileage / Reproduction / Photos / Postage/Delivery	\$	At Cost/ IRS Rate
Sub-Contractors	\$	At Cost/ IRS Rate
ASBESTOS ANALYSIS	PRICE	UNIT
PLM Bulk Samples (3-5 day turnaround)	\$	Each
PLM Bulk Samples (24 hour turnaround)	\$	Each
TEM Air Samples (3-5 day turnaround)	\$	Each
TEM Air Samples (24 hour turn around)	\$	Each
PCM Air Samples (24 hour turnaround)	\$	Each
MOLD RELATED SERVICES	PRICE	UNIT
Air Clearance Testing	\$	
LEAD PAINT SERVICES	PRICE	UNIT
Lead Paint Sampling	\$	
Pre-Renovation Survey	\$	

OTHER AVAILABLE SERVICES	PRICE	UNIT
(Provide details & unit of measure)		

SECTION VI- ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP 19-0038
Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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 VI- ATTACHMENTS

ATTACHMENT H

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing



MASTER CONSULTANT SERVICES CONTRACT

Contract No _____

This Contract is made and entered into by and between:

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003
--	---

SCOPE OF WORK: _____

SUPERSEDING EFFECT.

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

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

RENEWAL OPTION:

The contract may be renewed upon mutual agreement of the Parties for up to four (4) additional one (1) year periods.

DISTRICT REPRESENTATIVE:

The District Representative will be designated in the individual PWAs and is authorized as the administrator of this Contract. 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> <p>_____</p> <p>District Representative Date</p> <p>_____</p> <p>Department Administrator Date</p> <p>_____</p> <p>District Purchasing Date</p> <p>Not a valid Contract until all signatories are complete</p>	<p>_____</p> <p>(typed or printed name of officer)</p> <p>_____</p> <p>Signature</p> <p>Title: _____</p> <p>Phone/Fax: _____</p> <p>Date: _____</p> <p>_____</p> <p>Employer Id Number or Social Security Number</p>
---	---

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

SECTION VI- ATTACHMENTS
ATTACHMENT H- Terms and Conditions –Consultant Services
Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

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

SECTION VI- ATTACHMENTS
ATTACHMENT H- Terms and Conditions –Consultant Services
Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Consultant will turn over to the District all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

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

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

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

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

9. **FERPA.**

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

10. **FOREIGN CONSULTANT.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the

Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

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

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

13. **INDEMNITY.**

- a. Claims for other than professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its sub-consultants, sub Consultants, agents, or employees under this contract.
- b. Claims for professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the Professionally negligent acts, errors or omissions of consultant or its sub-consultants, sub Consultants, agents, or employees in the performance of professional services under this Contract.
- c. Owner Defense Requirements. Notwithstanding the obligations under Sections 11 a. and 11 b., neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the District, nor purport to act as legal representative of the District, without the prior written consent of the District General Counsel. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the District; Consultant is not adequately defending the District's interests; an important governmental principle is at issue; or it is in the best interests of the District to do so. The District reserves all rights to pursue any claims it may have against Consultant if the District elects to assume its own defense.

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Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

14. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met, the District shall insist on compliance and will provide the Consultant with a 'cure date'. If the Consultant does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all goods delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.

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

- a. **WORKER'S COMPENSATION** as required by law.
- b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Consultant has employees performing services under the contract.
- c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate. The District shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Consultant has no vehicle while providing work under the contract.
- d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Consultants, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the District Risk Manager.
- e. **PROFESSIONAL LIABILITY.** Consultant shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
- f. **"TAIL" COVERAGE.** If any of the required liability insurance is on "claims made" basis," tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for duration of not less than 24 months from the end of

the Contract. This will be a condition of the final acceptance of work or services.

- g. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and 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: Purchasing Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Consultant agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- i. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.

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

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

18. **PERFORMANCE STANDARD.** All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project. Consultant covenants and warrants that it shall be responsible for performing and completing, and for causing any Sub Consultants to perform and complete the Work in

SECTION VI- ATTACHMENTS
ATTACHMENT H- Terms and Conditions –Consultant Services
Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing

accordance with all Laws applicable to the Site and/or the Work. The Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

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

20. **PRICES.** All pricing is considered fixed and firm for the Contract term. The Consultant warrants that the price of the Goods and Services covered by this Contract are not in excess of the Consultant's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods or Services.

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

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

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

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

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

25. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

27. **TERMINATION.**

- a. Termination For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Consultant.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - i. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;
 - ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
 - iv. Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.
- c. Consultant's Right to Terminate for Cause. Consultant may terminate this Contract upon 30 days' notice to the District if the District fails to pay Consultant pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Consultant's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Consultant warranty or any defect in or default of Consultant's performance that has not been cured, including any right of the District to indemnification by Consultant. If this Contract is so terminated, Consultant shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the

SECTION VI- ATTACHMENTS
ATTACHMENT H- Terms and Conditions –Consultant Services
Solicitation No: RFP 19-0038

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percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to the District upon demand.

- f. Consultant's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the District's request, Consultant shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

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

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

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

30. **BUSINESS EQUITY.** The Consultant understands that the District maintains a goal of engaging minority and women owned emerging small businesses (MWESB) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent MWESB content, by contract value, in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District. The Consultant shall also report to the District updates of the percentage content of MWESB in their contract, once each month, to account for any contract amendments that may occur throughout the course of their service.

31. **INTERGOVERNMENTAL PERMISSIVE COOPERATIVE AGREEMENT.** At the discretion of the Contractor and pursuant to OAR 279A and the Beaverton School District procurement rules, other public agencies shall have the ability to purchase the awarded goods or services from the awarded Contractor(s). Any such purchases/agreements shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the Beaverton School District. Any estimated purchase volumes listed herein do not include other public agencies and the Beaverton School District makes no guarantee as to their participation.

END

SECTION VI- ATTACHMENTS

ATTACHMENT I

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing



(SAMPLE) PROJECT WORK AUTHORIZATION

PWA No: _____

This Project Work Authorization is made by and between the following Parties:

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attention: Business Services Purchasing
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PROJECT NAME / SCOPE OF WORK: as described in

SUPERSEDING EFFECT: This Project Work Authorization (Contract) is issued pursuant to Master Contract XX-XXXX. The Master Contract and its Terms and Conditions supersede any terms or conditions stipulated by Consultant in any offer or proposal. All attachments hereto (listed in order of precedence); 1) Master Contract (included by reference); 2) Exhibit A Statement of Work; and 3) Exhibit B Consultant Offer for this Project constitute the entire agreement between the Parties with respect to the Work to be performed under this Contract.

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

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

PERFORMANCE DATES: PROJECT START DATE: Upon Full PWA Execution

SUBSTANTIAL COMPLETION DATE: PROJECT COMPLETION DATE:

DISTRICT REPRESENTATIVE: The District Representative, _____, at ____@beaverton.k12.or.us, (503)356-, is authorized as the administrator of this Contract. The District Representative shall be the initial point of contact for all matters related to performance, payment, authorization and to carry out the responsibilities of the District.

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

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> <p>_____</p> <p>District Representative Date</p> <p>_____</p> <p>Cost Center Authority Date</p> <p>_____</p> <p>Business Services Purchasing Date</p> <p>Not a valid Contract until all req'd. signatories are complete</p>	<p>Consultant/Company Name</p> <p>_____</p> <p>(typed or printed name of officer)</p> <p>_____</p> <p>Signature _____ Date _____</p> <p>Title: _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p>
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SECTION VI- ATTACHMENTS

ATTACHMENT J (Sample)

Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing



Beaverton School District
16550 SW Merlo Road
Beaverton, Oregon 97003

**Asbestos Inspection, Management Planning Services and Lead Paint Testing
(SAMPLE) REQUEST FOR QUOTE RFP #19-0038**

Please use this two page Request for Quote form when pricing all Work Projects. This form needs to be returned to the Project Manager/Coordinator via email before authorization to proceed with work is issued.

LOCATION OF PROJECT: _____

SCOPE OF WORK/PROJECT DESCRIPTION:

IS THIS A BOLI/PWR PROJECT? Yes: _____ No: _____

SECTION VI- ATTACHMENTS
 ATTACHMENT J- Request for Quote(Sample)
 Solicitation No: RFP 19-0038

Asbestos and Mold Inspection, Management Planning Services and Lead Paint Testing



Contract 19-0038
 (Sample) Request For Quote, Page 2
 Project Pricing Schedule

SCHEDULE A & B SERVICES	QUANTITY	PRICE	UNIT	TOTAL
Re-inspection Services		\$	Lump sum- District	\$
Periodic Surveillance		\$	Lump sum- District	\$
TIME & MATERIAL RATES	QUANTITY	PRICE	UNIT	TOTAL
Principal		\$	Hour	\$
Project Manager / Lead Person / Designer		\$	Hour	\$
AHERA Inspector / Technician		\$	Hour	\$
CAD Drafter		\$	Hour	\$
Clerical / Support Staff		\$	Hour	\$
Mileage / Reproduction / Photos / Postage/Delivery		\$	At Cost/ IRS Rate	\$
Sub-Contractors		\$	At Cost/ IRS Rate	\$
ASBESTOS ANALYSIS	QUANTITY	PRICE	UNIT	TOTAL
PLM Bulk Samples (3-5 day turnaround)		\$	Each	\$
PLM Bulk Samples (24 hour turnaround)		\$	Each	\$
TEM Air Samples (3-5 day turnaround)		\$	Each	\$
TEM Air Samples (24 hour turn around)		\$	Each	\$
PCM Air Samples (24 hour turnaround)		Included in rates	Each	Included in rates
Total Project Price				\$

Contractor Signature: _____

Printed Name: _____

Company Name: _____