



## **REQUEST FOR PROPOSALS**

**Solicitation No: 20-0012**

**For the Provision of**

**Computerized Maintenance Management  
Software**

**RFP Closing (Due Date & Time):  
March 9, 2021 at 2:00 PM Pacific Time**

**Issued by:  
Beaverton School District  
16550 SW Merlo Road  
Beaverton, Oregon 97003  
February 12, 2021**

## REQUEST FOR PROPOSALS (RFP)

Solicitation No: RFP 20-0012

### Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Proposers interested in providing the District's Central Facilities Services with Computerized Maintenance Management Software. Proposers must submit a Proposal pursuant to the provisions of this Solicitation to the [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) **NOT LATER THAN:**

**SOLICITATION DUE DATE AND TIME (CLOSING):**  
**March 9, 2021 at 2:00 PM Pacific Time**

A MANDATORY pre-proposal conference will be held on February 19, 2021 at 9:00 AM Pacific Time

Join Zoom Meeting

<https://beavertonk12.zoom.us/j/6631696427?pwd=dWlUUmVZbmNQZVhMWEVndW1yZStQdz09>

Meeting ID: 663 169 6427

Passcode: 1cpJrv

One tap mobile

+13462487799,,6631696427#,,,,\*568210# US (Houston)

+16699006833,,6631696427#,,,,\*568210# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 663 169 6427

Passcode: 568210

Find your local number: <https://beavertonk12.zoom.us/j/6631696427?pwd=dWlUUmVZbmNQZVhMWEVndW1yZStQdz09>

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

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

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

**All questions and comments regarding this solicitation must be directed ONLY BY EMAIL to email to:**  
**[contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us)**

**PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.**

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

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

1. **INTRODUCTION:**

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

2. **DEFINITIONS:**

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

3. **SOLICITATION REVIEW:**

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

4. **BACKGROUND:**

The following information is for background purposes only. It summarizes current state information relative to the software and services requested in this RFP, however, it does not define the scope of what is being requested. Please referenced Section I and Section II of this RFP, as well as any pertinent attachments for a description of the requested software/services.

**a. District Profile.** Currently 1,200 work orders a month are processed through the Maintenance Services department. Maintenance Services consists of 94 employees (Maintenance and Central Custodial). Maintenance supports 52 school sites, 8 ancillary buildings, and approximately 41,000 students. It is Maintenance's responsibility to manage and respond to these customers' facilities and capital asset maintenance needs. Additionally, Maintenance manages the needs of its own facilities and capital assets including vehicle fleet that is made up of vans, pickups, SUVs, mowers, lift trucks, and heavy equipment.

**b. Maintenance Staff.**

- i. The maintenance staff consists of carpenters, painters, plumbers, HVAC technicians, electricians, audiovisual specialists, glazers, locks smiths, roofers, grounds crew, purchasing agents, project coordinators, front office staff, and management.
- ii. Users at the District's various schools and buildings, or who use certain capital assets submit work requests to the maintenance department via the computerized maintenance management software (CMMS), which is accessible through the District's intranet site. The work orders are then approved and assigned out to the appropriate foreman or supervisory staff for review, and then manually assigned to a specific employee. The employee is then responsible for completing the work order and tracking time and material against that work order. All such information is collected in the CMMS. The District has used Megamation as its CMMS since 2003.

**c. Custodial.** The custodial staff consists of central custodial crew, maintenance custodians and couriers. The custodians are responsible for supplying the buildings with materials, equipment, and services that are required to keep them a functional learning environment. The couriers are responsible for the deliveries of materials among the buildings. Both Custodial and Maintenance staff utilize the work order system to track their work. There are currently 94 combined Custodial and Maintenance staff.

5. **SCOPE OF WORK:**

The Beaverton School Districts Central Facilities department is looking for a complete and comprehensive Computerized Maintenance Management Software that will manage current and future facilities maintenance and repair Work Orders while integrating seamlessly with all related systems needed to perform the required functionality. The District seeks a Commercial-off-the-shelf (minimal configuration acceptable) SaaS solution, inclusive of all services and support needed to achieve the outcomes and functions described in this RFP.

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**6. CONTRACT:**

The successful Proposer, selected by the District, will receive a Personal Services Contract with associated SaaS agreements. A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the Sample Contract. Certain contract terms reflect state statute or District policy and may not be altered or negotiated.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the Sample Contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.
- c. The District, in its sole discretion, may consider a Proposer's contract template that has been modified to encompass terms and conditions that are substantially similar to those included in the Sample Contract document, along with any other terms necessary to properly support the Proposed software and services. A Proposer may not include such a contract template with its offer, rather, if selected for Contract Award, may present such a template during Contract negotiations for the District's consideration. Proposals shall not be contingent on the District's acceptance of the Proposer firm's contract template, and the District may reject any such template, in its sole discretion. In any event, failure to promptly execute a contract as required by the District may result in rejection of the Proposal.

**7. AMENDMENTS:**

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

**8. CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer will be issued a Contract effective upon full execution, through June 30, 2022.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the Contractor shall send a renewal quote to the District on or about two (2) months prior to Contract End Date for each consecutive contract period. Any pricing in the renewal quote is subject to any limitations in the Contract. The renewal quote shall also describe any system updates or changes that are included in the quote.
- c. The District may elect to extend the Contract for a total of ten (10), one (1) year terms. In no event will the contract be extended beyond June 30, 2032.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2022 and through June 30 of each contract period, when extended.
- e. In its sole discretion, the District may decide at any time to re-procure the system and/or the system's functionality.

**9. CONTRACT ADMINISTRATOR:**

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

**10. DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Krista Hawkins, or designee.

**11. SOLICITATION SCHEDULE:**

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

**Solicitation Milestone**

Deadline for Questions  
Submit Proposals

**Completion Date**

February 26, 2021  
March 9, 2021 at 2PM Pacific Time

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**12. CONTACT DURING SOLICITATION:**

Questions must be submitted via email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**1. PURPOSE AND INTRODUCTION:**

- a. The Beaverton School Districts Maintenance Services department is looking for a complete and comprehensive facility Computerized Maintenance Management System (CMMS) that will be capable of managing current and future facilities maintenance and repair work orders.
- b. Proposals under this contract shall include a SaaS solutions, which will be entirely hosted by the Proposer or an affiliated firm.
- c. The selected vendor will provide a fully functional system SaaS solution, transfer existing data, and train the District-designated team of users.
- d. Personal services needed to plan, configure, and implement the Systems shall be presented in a time and materials, not to exceed.
- e. All upgrades will be provided at no additional cost to the District.
- f. The District has ownership of all data. Upon termination of contract District will receive all data, tab delimited, with a data dictionary.

**2. PROJECT GOALS.**

- a. Increase use through a consistent interface among integrated functions in the software.
- b. Reduce workload.
- c. Increase data integrity.
- d. Increase communication between Maintenance and customers.
- e. Increase integration with existing District systems to reduce redundancy.

**3. FEATURES AND SPECIFICATIONS.**

Maintenance Services is the central location for the maintenance of all District buildings. There are 60 buildings that will need to have access to the CMMS work request on a daily basis; each of these sites could have five to ten users each. All Maintenance employees will be in the system regularly.

- a. The main objective of the Maintenance CMMS is to provide a tracking system for work orders, preventative maintenance, scheduled inspections, fleet maintenance, key control, equipment tracking, inventory, facility planning, project management, document control, reporting, employee management, and invoicing (to internal customers).
- b. Maintenance is looking for an Application Server Provider work order submittal system where the Provider maintains the software, upgrades, and storage management of all records. The system must maintain a 99% availability rate. Vendors should provide a service level agreement (SLA), and outline penalties for not meeting SLA.
- c. The required CMMS modules that Maintenance is seeking are work orders, preventive maintenance (including checklists attached to work orders), equipment tracking, inventory, reporting, project management, key control, document control and fleet maintenance.
- d. Those modules that are desirable in a CMMS are employee management (including training tracking), and invoicing.
- e. System needs to be scalable to a growing school district.
  - i. Prefer the ability to rename owned facilities and have the change resonate through all modules.
- f. System must exceed the minimum standards of ADA Accessibility. Please be specific in your response.
- g. Additional specifications (some of which are duplicated in this section) are detailed in Attachment A in the enclosures Section.
- h. The District utilizes a financial accounting system for the procurement of materials (Powerschool Business Plus - IFAS) (<https://www.powerschool.com/solutions/school-district-management-software/businessplus>). The CMMS must have the capability to upload and download text delimited batch files the procurement data from IFAS: PO number, cost, vendor, item number, quantity, inventory ID (for inventory materials), and date purchased.
- i. Hardware, Software, and Security specifications:
  - A. Hardware:
    - (i) Web Based system

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

- (ii) Browser – Must support Chrome, Edge, Firefox, and Safari browsers. Must support new versions of these browsers within 60 days of release. Must not use flash, Java or other plugins not included with the browser.
- B. Software (CMMS):
  - (i) Maintenance does not want a client software system that would need to be installed on all the requesting computers. Maintenance is requesting a CMMS system only.
  - (ii) Capable of providing various users different levels of use/security.
    - Approval
    - Update
    - Modify
    - View
    - Query
    - Delete
  - (iii) System allows Maintenance to make minor modifications for internal use (i.e. Change field names).
  - (iv) Should be a user-friendly system and easy to use.
  - (v) User should have the ability to modify/generate reports from a set of queries.
  - (vi) Concurrent user availability
  - (vii) Provide a listing and copy of canned reports.
  - (viii) Capability of exporting/importing text data.
  - (ix) Modules and Screens need to be linked.
  - (x) Communicate with District’s current O365 email system. Vendor must not send email from District email addresses. Must comply with district email security practices.
  - (xi) Can meet and exceed the current system specifications/functionality described in section 5 below.
  - (xii) Ability to add documents to work orders and projects as attachments.
  - (xiii) Ability for maintenance staff to query, view and edit work orders in the field via a mobile device application
  - (xiv) Desired to have Project module capability on mobile version.
- C. Security
  - (i) Web services must require ssl for all access. Minimum if tls1.2 is required.
  - (ii) All non-web data transferred must be encrypted using protocols that meet current industry best practices as determined by BSD.
  - (iii) Must be able to authenticate users via SAML or OAUTH for end users. SAML through Azure Active Directory is preferred.

j. **Current System**

- Megamation Directline
- Modules
  - Work Request (customer)
  - Work Order (Maintenance)
  - Preventative Maintenance
  - Fleet Maintenance
  - Locksmith
  - Inventory
  - O365 Email System
  - Purchasing
  - Equipment
  - Employees
  - Project Management
  - Building Condition Tracking
  - Access Security

**CURRENT SYSTEM SPECIFICATIONS.** This section lists the current system and offers a brief specification of each module. These modules are required to maintain the abilities of the Maintenance staff as it is today. This shows the minimum required fields we are looking for in the new CMMS modules. We are also open to new ideas.

k. **Facility Modules:**

- i. **Location / Building**

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

- A. Ability to designate hazardous materials present (preferred)
  - B. Ability to rename facility.
    - (i) Must carry throughout system in all modules.
- ii. **Work Request** –  
This is for the schools and buildings that will be requesting work. There are approximately 60 building sites that will require the use of the Work Request module. The Work Request screen will obtain the same fields as the Work Order screen.
- Full query capabilities from end user.
  - The end user should have the same input screen that maintenance has (refer to Work Orders for Field requirements). They need to have the ability to see and sort data as needed.
  - Reports – These reports should be able to be printed by various query capabilities.
  - The work requestor will only have the work request screen and reports.
  - Spellcheck preferred.
  - Ability to attach photos and documents.
- iii. **Work Orders** –
- Full query capabilities
  - Capable of multiple users at one time
  - Assign to a trade as well as employee(s)
  - Trackable history of user driven assignment and status changes (movement in system)
  - Work Description
  - Track hours and materials
    - 1. Integration with inventory module preferred.
  - Mobile phone capability for all Maintenance employees
  - Capability of assigning a work order to multiple departments and/ or employees
  - Log employees regular and overtime hours separately for reporting purposes.
  - Capability of generating an email to the requestor at various work order levels with comments. The database administrator should have the ability to determine when and who wants the emails, and if a certain user does not wish to receive emails, this option should be able to be turned off.
- A. Work Order Fields: (DDF = Drop Down Field)**
- |  |   |
|--|---|
| ○ Work Order Number                    | ○ Assigned to (Trade) – DDF                       |
| ○ Project – DDF                        | ○ Type- DDF                                       |
| ○ Status – DDF                         | ○ Priority - DDF                                  |
| ○ School/Facility – DDF (Reference Id) | ○ Budget Code                                     |
| ○ School/Facility – Full Path name     | ○ Initiated/ Entered date (auto generate)         |
| ○ Requester                            | ○ Issue Date (auto generate on issue to employee) |
| ○ Contact Info                         | ○ Date complete                                   |
| ○ Equipment tag #                      | ○ Work Description (unlimited characters)         |
| ○ Issued to (multiple employee) - DDF  | ○ Action Taken / Comments (unlimited characters)  |
- B. Work Description:**
- (i) This should be a memo field that allows the requestor space to input detailed information for the maintenance personal that will be responding to the work order.
  - (ii) Should include spell check.



SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

C. **Sub Menu for Work Orders:** (Directly linked to WO's for further data input). We need a sub menu to log personnel time, date, materials – purchased and inventory, trade, labor rates – OT and regular.

*Note: It would be ideal to have these on the same sub menu.*

a. Employee info:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| <input type="radio"/> Name       | <input type="radio"/> Rate        |
| <input type="radio"/> Hours      | <input type="radio"/> Total       |
| <input type="radio"/> Trade Code | <input type="radio"/> Funded by   |
| <input type="radio"/> Work Date  | <input type="radio"/> Expensed to |
| <input type="radio"/> Labor Type |                                   |

D. **Work Order Links:**

- |   |   |
|---|---|
| <input type="radio"/> Information from current IFAS business system | <input type="radio"/> Preventative Maintenance Projects |
| <input type="radio"/> Link to Inventory                             | <input type="radio"/> Equipment Inventory               |
| <input type="radio"/> Preventative Maintenance Checklists           | <input type="radio"/> Employee labor rates              |

iv. **Preventative Maintenance (PM)**

- Capability of handling various equipment type (list not exhaustive)
  - Motors
  - Pumps
  - HVAC equipment
  - Whole building
- Capable of scheduling by:
  - Hours
  - Days/week/month
- Able to input PM procedures
- Able to attach PM checklists, generated by trades

A. **PM Links:**

- |   |  |
|---|--|
| <input type="radio"/> Link to Inventory | <input type="radio"/> Trade generated checklists |
| <input type="radio"/> Work Order        | <input type="radio"/> Equipment Inventory        |

Inventory info (the inventory used in work order should automatically be removed from the inventory database):

v. **Inventory**

- |  |  |
|--|--|
| <input type="radio"/> Inventory type           | <input type="radio"/> Max. Quantity                          |
| <input type="radio"/> Internal Part #          | <input type="radio"/> Min. Quantity                          |
| <input type="radio"/> Trade                    | <input type="radio"/> On Hand Quantity                       |
| <input type="radio"/> Description              | <input type="radio"/> Reorder Quantity                       |
| <input type="radio"/> Quantity                 | <input type="radio"/> Unit of Measure                        |
| <input type="radio"/> Aisle                    | <input type="radio"/> Unit price                             |
| <input type="radio"/> Shelf                    | <input type="radio"/> Manufacturer                           |
| <input type="radio"/> Bin                      | <input type="radio"/> Manufacturer part #                    |
| <input type="radio"/> Warehouse                | <input type="radio"/> Status                                 |
| <input type="radio"/> History – receive/issued | <input type="radio"/> Notes/ comments (unlimited characters) |
| <input type="radio"/> Vendor Information       |  |

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

*Note: Need the capability to utilize bar codes and scanners.*

vi. **Reports Module** –

**Maintenance needs the ability to print various reports from all of the modules.**

- Customizable standard reports
- Capability of user-defined reports.
- Reports should be linked to various tables.
- Capability of printing electronic reports/files that are text delimited.
- User friendly reports
- Ability to directly download to PC or Mac preferred

vii. **Key Equipment** – This module will be used to track the keys in the District. We have 60 district buildings requiring keys. Most buildings have their own keying systems with master keys. Keys are checked out to various school employees and maintenance staff.

**A. Key Identification.** This screen is to identify the specific keys by location. Every key in the district will be logged accordingly.

(i) **Fields:**

- |                   |                                    |
|-------------------|------------------------------------|
| ○ Hook ID         | ○ Works with Grand master – Yes/No |
| ○ Key ID          | ○ Location – School/Room           |
| ○ Way             | ○ Description                      |
| ○ Make            | ○ Date lock installed              |
| ○ Cylinder Number | ○ Date lock change                 |

**B. Key Transaction.** This screen is to keep track of the keys checked out to specific individuals.

(ii) **Fields:**

- |                 |                          |
|-----------------|--------------------------|
| ○ Employee ID   | ○ Date Returned          |
| ○ Employee Name | ○ Receipt ID             |
| ○ Hook ID       | ○ Location – School/room |
| ○ Key ID        | ○ Description            |
| ○ Date Issued   |                          |

a. **Equipment**

Need to have the flexibility to use this module for various equipment types. Currently the maintenance employees work on HVAC equipment, kitchen equipment, floor cleaning equipment, grounds equipment, motors, pumps, switchgear, electrical panels, and breakers, etc.. This screen should contain all pertinent data on equipment such as: manufacture, size, HP, service (gas, electrical, water, chemical), location, warranty, etc...

1. **Fields:**

- |                     |  |
|---------------------|--|
| ○ Equipment number  | ○ Size   |
| ○ Equipment Type    | ○ Purchase date  |
| ○ Short Description | ○ Service  |
| ○ Make              | ○ Associated Equipment   |
| ○ Model             | ○ Power Source   |
| ○ Serial Number     | ○ Location: (This would require two separate fields for the school and the site area.) |
| ○ Warranty Date     |  |

2. **Notes:** Lifecycle costing

Maintenance needs the ability to perform lifecycle costing on all equipment.

3. **Sub Menu:** Listing of spare parts (Directly linked to Inventory for further data input)

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

It would be desirable to have a submenu that lists the spare parts for the specific piece of equipment. These spare parts would have the information linked from the inventory screen.

4. Links:  
\*Inventory \*PM \*Work Orders

b. **Fleet Maintenance** –

The Maintenance Services department has approximately 100 different vehicles made up of: Trucks, Vans, Courier Vans, SUVs, mowers, heavy equipment, lift forks, scissor lifts, and dump trucks. These vehicles will need to be inventoried with all the pertinent information and followed by PM's using hours and miles in a fleet work order system. We see Fleet Maintenance as being a separate entity from the Facility modules. Maintenance needs the capability of tracking these vehicles, by miles and hours. Part of tracking the vehicle is depreciation, and maintenance cost. Below are examples of fields we are looking for in a fleet maintenance module:

**Fleet Inventory Module**

1. Fields: (DDF = Drop Down Field)
  - Vehicle #(internal)
  - VIN
  - License
  - Make
  - Model
  - Starting Value
  - Depreciation
  - Miles
  - Hours
  - Date
  - Warranties – years/miles
  - DEQ emissions
  - Total Labor Cost
  - Total Material Cost
  - Average Miles
2. Note: Depreciation  
We will need the capability of determining the rate of depreciation into the database for automatic final depreciation.
3. Sub Menus:  
We will need several sub-menus for detailed information. Below is a listing of the submenus we would like to see.
4. Mileage – we need the capability to track each vehicle by miles and fuel usage.
  - Date
  - Gallons
  - Miles
  - Hours
5. DEQ emissions
  - Pass/fail
  - Date of emission test
  - Next due date
  - Comments – Short description w/ a long description option.
6. Linked:
  - PM's
  - Work orders
  - Inventory

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**Fleet Work Order Module –**

- Full query capable
- Capable of multiple users at one time
- Log employees regular and overtime hours separately for reporting purposes.
- Assign to a trade as well as an employee
- Trackable history of user driven assignment and status changes (movement in system)
- Short Description and option for Long Description
- Track work orders by warranty item

1. **Fields:** (DDF = Drop Down Field)

- Work Order Number
- Vehicle #
- VIN
- License
- Make
- Model
- Department
- Requester
- Assigned to - DDF
- Priority - DDF
- Budget Code
- Issue Date
- Date complete
- Short Description (Long Character Field)
- Long Description (unlimited characters)
- Action Taken (Long Character Field)

c. **Invoicing –**

Maintenance would like the option of printing invoices to provide to the schools for fund transfers. Maintenance is occasionally burdened with the task of fund transfers. This task would be easier if the system could produce an invoice for both labor and materials, or just materials.

d. **Project Management –**

Maintenance oversees various maintenance contracts and Facility Improvement Projects. We need a mechanism that will track the schedule, dollars and notes of these contracts and projects.

1. **Fields:**

- Project Type
- Project Scope
- Building Contact Person
- Location/Building
- Abatement required (yes/no)
- Contractor
- Project Manager
- Date Project Starts
- Date Project Finishes
- Cost
- Associated or attached work orders
- Attach photos or documents desired.

e. **Document Control -**

Maintenance needs a way of connecting documents or pictures to a work order or project.

1. Documents should be easily viewable on both computer and mobile.
2. Documents should be able to be added through mobile as well as computer.

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

f. **Deferred Maintenance –**

Maintenance needs the ability to track the deferred maintenance that is evaluated for contracted services. The deferred maintenance items are those that have a large budget impact on the department and require resources maintenance cannot support.

g. **Employee Tracking –**

***Maintenance would like to have the ability to track employee's hourly rates of pay and job description/classification to be connected to work orders. Training tracking for each employee is also required.***

1. Employees linked to trade
2. Employees linked to position specific training
3. Employees linked by position

i. **Implementation:**

- a. A go-live date, of July 1, 2020.
- b. The duration of each major phase of the implementation such as data mapping, conversion, design, customization/modifications of software, quality assurance testing, acceptance testing, training, and target go-live date.
- c. User training and data transfer – April 2 through June 4, 2020.
- d. Requestor Training to start June 7, 2020.

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**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 submitted only as an email to: [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) with the following in the "re" line of the email address box: "Proposal for solicitation number 20-0012 Provision of Computerized Maintenance Management Software".
- 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.

**6. COOPERATIVE PROCUREMENT:**

This Solicitation is a Permissive Cooperative Procurement.

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

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**7. 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) and the District website. Addenda may be downloaded from the ORPIN or District website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN and the District website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

**8. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:**

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

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Proposal conference (if any). Questions received by the District prior to deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
  - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
  - ii. A description of the resulting prejudice to the Proposer; and
  - 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](mailto:contracts@beaverton.k12.or.us)

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

**9. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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;

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

**10. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:**

- a. The District will electronically time-stamp 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, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

**11. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

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

**12. MISTAKES:**

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.

**13. 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 at no penalty.
- b. If awarded, the District will award a Master Personal 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 reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- d. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

**14. 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.

**15. PROPOSAL REJECTION.**

- a. The District may reject any Proposal as set forth in ORS 279B.100:



SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

- 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.
  - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
  - v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
  - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

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

The District may cancel, delay or suspend a solicitation, or reject all Proposals, in accordance with ORS 279B.100 when it is in the best interest of the District as determined by the District. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.

**17. PROPOSAL COSTS:**

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

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

- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a written protest to the District within seven (7) Days after the issuance of the NOI.
- b. The Proposer's protest may be submitted by email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) 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 must be e-mailed to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) with the statement "PROTEST for solicitation 20-0012" in the "re" line of the email address box. 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 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 or resolved by the Purchasing Manager, the Superintendent, or designee, has the authority to resolve the protest.

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

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

**19. ADDITIONAL REQUIREMENTS:**

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

**20. CONFIDENTIALITY OF PROPOSALS:**

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

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

SECTION IV – RESPONSE AND EVALUATION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**1. INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

**2. PROPOSAL FORMAT:**

A Proposer's submitted Proposal:

- a. Must include a complete electronic proposal and Price Schedule.
- b. Elaborate art work and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. There is no page limit for proposals, but the District encourages brevity.

**3. PROPOSAL CONTENT REQUIREMENTS:**

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

- a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.
- b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**  
PROPOSER CERTIFICATION. This document is provided, see enclosures. The certification sheet must be signed by the person authorized to represent the firm regarding all matters related to the proposal.

**4. EVALUATION CRITERIA**

EXPERIENCE AND QUALIFICATIONS. (10 Points)

- i. Provide a brief narrative of your firm's background and history. Describe previous experience related to furnishing Computerized Maintenance Management Systems to high workorder volume clients.
- ii. Provide details of a project similar to the scope of the Districts' that was successfully implemented to a large volume client of the Firm within the past 2 years: explain the clients' project goals and needs, how many workorders are processed, feature modules utilized by the client, etc.  
A. Specifically detail back-up redundancy and procedure for moving data from an existing system to your firm's system, while maintaining full usability for the customer.
- iii. Disclose whether, within the past five years, your firm 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.
- iv. Provide standard Annual Reports/Financial Information summaries for the past 3 years.

KEY PERSONNEL. (10 Points)

- a. Name of principal(s) and principal project contact
- b. Describe the roles of key personnel involved in the service provided to the District, providing clear statements of each individual's title, qualifications and responsibilities.

IMPLEMENTATION PLAN. (30 Points)

The District will require a range of support services to implement the new system. This support must include, but not necessarily be limited to, the items listed below. The associated costs that relate to these services must be included in the Pricing section of the proposal.

Submit a draft Implementation Plan. The Plan should address the following:

- a. A go-live date, of July 1, 2020.
- b. The duration of each major phase of the implementation such as data mapping, conversion, design, customization/modifications of software, quality assurance testing, acceptance testing, training, and target go-live date.
- c. User training and data transfer – April 2 through June 4, 2020.
- d. Requestor Training to start June 7, 2020.

SECTION IV – RESPONSE AND EVALUATION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

- e. What pieces of the implementation are being done at the vendor’s site or on site at the District?
  - f. Define the responsibilities in the approach outlined in the implementation plan.
  - g. Any estimates of time, if possible, from the vendor and the District in order to meet the July 1, 2020 go-live date.
  - h. Schedule for progress reports and updates to the implementation plan.
- A. Implementation Services. Provide details and describe the offered implementation services required to successfully install the proposed system to meet the Implementation Plan.
- B. Please note that for the Training phase in the Implementation Plan should show the duration of a Training phase which accommodates the training approach the District desires outlined in the Training section below.
- C. Optional Implementation Services, please describe any services recommended for the District, not already included.

TRAINING/SERVICE. (30 Points)

Please provide a description of the vendor’s training services offered and recommended for the District.

- A. Training. Please show your recommendations for a training plan in a chart format which addresses the following items:
- (i) The recommended timing for each training item proposed. Training sessions may be recorded by the District for internal training purposes.
  - (ii) In-depth training for requestors and users on the Applications Server Provider system.
  - (iii) A separate system overview for selected management personnel of the District.
  - (iv) All training materials, user and operations manuals normally used in training and required for successful systems operation must also be provided. The vendor should include a description of the medium on which the materials will be provided (e.g. YouTube, cloud-based server).
  - (v) Training may be at the District site. The District training facilities can train 15-20 District staff members during each training session. Please confirm if the vendor’s training can accommodate this size of a session.
- B. Customer Support. Please describe the different customer support plans offered by the vendor customer support department. Include any recommendations. At a minimum please address:
- (vi) How the vendor wants to receive the customer service inquiries (i.e. anyone can call, or only a designated contact). Please specify mode of communication.
  - (vii) Turnaround time for answers to questions or problems.
  - (viii) How the vendors’ customer support department is organized (i.e. dedicated customer representatives to each account, geographical organization, or first-come first-serve).
  - (ix) If there are toll free numbers for customer support.
  - (x) The days and hours for which vendor support is available.
  - (xi) How customer support history is kept by the vendor and provided to the District.
  - (xii) How or when would the District change the service agreement.
- C. Module.
- (i) Describe in detail how the specified features and options as outlined in the Statement of Work Section will be provided to the District.
  - (ii) Provide complete documentation and operating manuals for the system in hard copy and digital format.

PRICING. (20 Points)

- (i) Provide a detail and comprehensive pricing schedule that identifies all pricing for work to be performed (including all labor hours, labor costs and expenses), licenses that need to be purchased by the District, maintenance fees, etc.
- (ii) Identify and detail the pricing and fees that the District will be expected to pay during the initial contract period (through June 30, 2022) and those for subsequent contract fiscal-years

SECTION IV – RESPONSE AND EVALUATION  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

- (i.e. maintenance fees, etc.)
- (iii) Submit all pricing in a separate document within the proposal package. Clearly mark with large letters: PRICING PROPOSAL.

REFERENCES. (Pass/Fail)

Provide at least 5 professional references: agency name, contact name, phone, fax and email address of the clients' key contact, include a brief description of the project. School District references are preferred.

**5. INTERVIEWS:** (if conducted)

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

**6. PROPOSAL EVALUATION:**

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
  - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- c. **NON- RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- e. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- f. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
- g. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.

- 7. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION V – ATTACHMENTS  
Solicitation No: RFP 20-0012  
Computerized Maintenance Management Software

**PROPOSAL SUBMISSION CHECKLIST**

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

**\_\_\_\_\_ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

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

\_\_\_\_\_ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.

\_\_\_\_\_ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)

\_\_\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)

\_\_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)

\_\_\_\_\_ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)

\_\_\_\_\_ PROPOSER REFERENCE FORMS – (Attachment F)

\_\_\_\_\_ PRICE SCHEDULE – (Attachment G)

**\_\_\_\_\_ DETAILED PROPOSAL CONTENT REQUIREMENTS**

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

---

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

ATTACHMENT H      [Sample Contract]

---

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

SECTION V – ATTACHMENTS  
ATTACHMENT A  
Solicitation No: RFP 20-0012

**PROPOSER CERTIFICATION**

Legal Name of Proposer (Firm): \_\_\_\_\_

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

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

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is \_\_\_\_ / is not \_\_\_\_ a resident Proposer.  
If not, indicate State of residency \_\_\_\_\_.
9. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT B  
Solicitation No: RFP 20-0012

**INDEPENDENT CONTRACTOR CERTIFICATION**

Proposer: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

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

---

**Part A. Proposer is a Corporation:**

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

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Part B. Proposer is an Independent Contractor:**

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

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

(Please check all that apply):

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

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



SECTION V – ATTACHMENTS  
ATTACHMENT C  
Solicitation No: RFP 20-0012

**AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS**

\_\_\_\_\_  
(Proposer)

I state that:

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

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

\_\_\_\_\_  
(Affiant's Signature)

STATE OF OREGON

County of \_\_\_\_\_

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

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NON-CONFLICT OF INTEREST CERTIFICATION**

**Issuing Agency:** Beaverton School District

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

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

\_\_\_\_\_  
Proposer Name (signature)

\_\_\_\_\_  
Proposer Name (printed)

\_\_\_\_\_  
Proposer Title (printed)

\_\_\_\_\_  
Entity/Company Name (printed)

\_\_\_\_\_  
Date

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

**DECLARATION AND SIGNATURES**

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

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

By: \_\_\_\_\_  
(Signature of authorized official)

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_  
(Please type or print)

For: \_\_\_\_\_  
(Firm’s name) (Please type or print)

**Instructions**

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

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0012

**RELIABILITY**

Has your company ever been declared in breach of any contract for unperformed or defective work?  Yes.  No.

If “yes”, explain.

---

---

---

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?  Yes.  No.

If “yes,” explain.

---

---

---

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?  Yes.  No.

If “yes,” explain.

---

---

---

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?  Yes.  No.

If “yes,” explain.

---

---

---

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?  Yes.  No.

If “yes,” explain.

---

---

---

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0012

**FINANCIAL RESOURCES**

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

If “yes,” explain.

---

---

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

If “yes,” explain.

---

---

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

If “yes,” explain. (Include court, case number and party names.) \_\_\_\_\_

---

---

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

If “yes,” explain. (Include court, case number and party names.)

---

---

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

If “yes,” explain.

---

---

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0012

**KEY PERSONNEL**

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

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

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

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

**PROPOSER REFERENCE FORM**

**PROPOSER REFERENCE FORM FOR** \_\_\_\_\_  
(Insert Name of Proposer)

*Proposer must provide five (5) references and must use a separate copy of this form for each reference.*

Date(s) Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) of Project(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Value of Project(s): \$ \_\_\_\_\_

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

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Method: Subjective Evaluation

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

SECTION V – ATTACHMENTS  
ATTACHMENT G  
Solicitation No: RFP 20-0012

**PRICE SCHEDULE**

Proposer must provide pricing:

Monthly/Annual Fee (circle one):





**PERSONAL SERVICES CONTRACT**

Contract No: \_\_\_\_\_

This Contract is made and entered into by and between:

Name of Vendor ("Provider") Address of Vendor City, State, and Zip Code	Beaverton School District ("District") 16550 SW Merlo Road Beaverton, Oregon 97003  Attention: Procurement and Contracting
---	--

**SCOPE OF WORK:** Provider shall provide Beaverton School District (District) with any services, materials, and software licenses for the provision of a Computerized Maintenance Management System, as detailed in Exhibit A District's Statement of Work and Exhibit C Proposer Response to RFP 20-0012.

**SUPERSEDING EFFECT:**

There are no covenants, promises, Contracts, conditions, or understandings between the Parties, either oral or written, other than those contained in this Contract. This contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): 1) Amendments to this Contract, including renewals to this Contract, which may be executed by issuance of an official District Purchase Order as described herein; 2) This Contract including Exhibit A District's Statement of Work; Exhibit B Terms and Conditions; and Exhibit C Proposer's Response to RFP 20-0012.

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

**CONSIDERATION:**

Provider shall furnish all services and materials necessary for the accomplishment of the work for the total sum of \$XX,000.00. The Contract number above shall be included on all invoices and correspondence relating to this contract.

**RENEWAL OPTION:**

This contract may be renewed upon mutual agreement of the District and Provider for Ten (10) additional one (1) year periods. Such mutual agreement may be made by the District's issuance of, and the Provider's acceptance of an official District Purchase Order. Any such renewals shall be initiated by the District's request or acceptance of the Provider's annual renewal quote. Subject to the maximum Contract term described herein, the District may, at its sole discretion, request a quote to renew this Contract for less than one year.

**CONTRACT START DATE:** April 1, 2021

**CONTRACT END DATE:** June 30, 2022

**CONTACT WITH STUDENTS:**

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

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

<p><b>Project Representative:</b></p> <hr/> Signature  Print Name <span style="float: right;">Date</span>  Email  <p><b>Cost Center Authority:</b></p> <hr/> Signature  Print Name <span style="float: right;">Date</span>	<hr/> Contracting Authority Signature <span style="float: right;">Date</span>  Print Name <span style="float: right;">Title</span>  Phone <span style="float: right;">Email</span>  <p><b>Beaverton School District – Procurement and Contracting:</b></p> <hr/> Contracting Authority Signature <span style="float: right;">Date</span>  Title <span style="float: right;">Email</span>
--	--

**Not a valid Contract until all signatories are complete**

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

Requisition # \_\_\_\_\_

## EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

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

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

**2. Compliance with Laws.** Provider certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Provider expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

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

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

**5. Activities away from and/or after normal School hours.** In performance of Provider services neither the District nor its employees will be regarded as having assumed and exercised control over the transportation or supervision of students so as to incur any liability in case of injury to the students. Provider assumes responsibility and control of students during all activities in performance of contracted services.

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

**7. Governing Law.** The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the

Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

**8. Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District there from. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

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

**10. Insurance.** Provider shall purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$1,000,000 when the Provider has one or more employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non- owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. May be waived if Provider has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual: \$1,000,000 per 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 Management Department.
- e. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Provider agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non- renewal occurs during the contract period. Insurance companies must have an A rating.

**EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS**

- f. The District reserves the right to require additional insurance which will be delineated in an attachment to this Contract.

**11. Ownership of Work Product.** All work product of Provider that results from this Contract is the exclusive property of the District. Provider hereby irrevocably assigns to the District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Provider forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modifications.

**12. Representations.** Provider represents and warrants to the District that (1) Provider has the power and authority to enter into and perform this Contract, (2) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (3) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

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

**14. 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.

**15. Termination.**

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Provider.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
  - (i) The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
  - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited, or the District is prohibited from paying for such Work from the planned funding source;

- (iii) Provider no longer holds any license or certificate that is required to perform the Work; or

- (iv) Provider commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such period as the District may specify in such notice.

- c. Provider's Right to Terminate for Cause. Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.

- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.

- e. Remedies. In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.

- f. Provider's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed.

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

**16. Confidential information.** Provider acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing,

## EXHIBIT A – BEAVERTON SCHOOL DISTRICT PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

that becomes available to Provider or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District (“Confidential Information”). Any reports or other documents or items including software, that result from Provider’s use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Provider who can be shown to have had no access to the Confidential Information.

- a. **NON-DISCLOSURE.** Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and to advise each of its employees, sub-contractors, and agents of their obligations to keep Confidential Information confidential. Provider shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Provider shall advise the District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District’s request, Provider will turn over to the District all documents, papers, and other matter in Provider’s possession that embody Confidential Information.
- b. **INJUNCTIVE RELIEF.** Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate

business interests of the District and are reasonable in scope and content.

### 17. FERPA.

a. Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personal identifiable information obtained from the District by the Provider in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student’s parents/guardians and (ii) will be used only to fulfill the Provider’s responsibilities under this Contract.

**18. Federal Grant Regulations.** When this Contract is marked as federally funded, Provider must follow the additional terms and conditions under [2 C.F.R § 200.326](#) and [2 C.F.R part 200](#) .

**19. 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 Contract shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

**20. Suspension of Services.** The District may suspend Provider’s right/obligation to provide services without prior notice to the Provider, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the services to be not in the best interests of the District. The District will not be obligated to pay for services not provided.

**21. Public Health Requirements.** The Provider shall comply with any federal, state, county, District, and/or other public health authorities’ rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable.

**22. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

## SaaS Rider and Agreement Beaverton School District

This rider (“Rider”) to the Terms of Use between the Beaverton School District (District) and \_\_\_\_\_ (Contractor) amends and supersedes any provision to the contrary in the Terms of Use. The Contract, this Rider, and the Terms of Use constitute the entire agreement (collectively “Agreement”) between the parties and merge all prior and contemporaneous communications with respect to the matters described in this Agreement.

Notwithstanding any language in the Terms of Use to the contrary, Contractor and District agree as follows:

1. **Services.** The Terms of Use pertain to Contractor’s sale, implementation, and maintenance of [ name or description of service] Service, the (Application Services) described in the Contract.
2. **Effective Date and Term.** This Agreement is effective on [date] or when it is fully executed and approved according to applicable laws, rules and regulations, whichever date is later (“Effective Date”). This Agreement continues in effect until the Contract is terminated or expires.
3. **District Data.**
  - 3.1. “District Data” means information created and information stored by District through the Services, and information created and collected by Contractor regarding District and its staff/students during the course of providing the Services.
  - 3.2. As specified in the Contract, District owns all District Data provided to or collected by Contractor pursuant to this Agreement. District grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of District Data only to fulfill the purposes of this Agreement. District’s license to Contractor is limited by the term of the Agreement and the confidentiality obligations of this Agreement.
  - 3.3. **Prohibition on Data Mining.** As specified in the Contract, Contractor shall not capture, maintain, scan, index, share or use District Data stored or transmitted by the Services, or otherwise use any data-mining technology, for any non-authorized activity and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means the data mining or processing of data, stored or transmitted through the Services, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
  - 3.4. Upon Agreement termination, Contractor shall comply with, Return of Property, and ensure District will have access to District Data in accordance with the Transition Plan agreed upon.

#### 4. Confidentiality and Privacy.

- 4.1. Any obligation of District to maintain the confidentiality of Contractor's proprietary information provided to District is conditioned by and subject to District's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502, as described in Contract Section 10, Contractor's Proprietary Information; Oregon Public Records Laws.
- 4.2. Any information Contractor or its employees, subcontractors, or agents receive or acquire relating to District or District's students/staff under the Terms of Use is subject to Contractor's Duties of Confidentiality and Non-Disclosure, and other federal and Oregon laws governing Confidential Information.
- 4.3. Contractor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 606A.628, to the extent applicable to this Agreement.
- 4.4. **Security and Data Privacy Standards.** Contractor's security measures will meet established criteria throughout the term of this Agreement.
- 4.5. **Privacy and Security Training.** Licensor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Agreement.
- 4.6. **Limited Purposes.** Contractor shall limit the use or disclosure of District Data to persons directly connected with the administration of this Agreement.
- 4.7. **No Overseas Access, Storage, or Transmission.** District Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
- 4.8. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use District Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored, or transmitted by the service, for unrelated commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
- 4.9. **Privacy Protections.** The information exchanged between the parties may include District Data subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain protections required by law or this Agreement for any retained District Data for so long as Contractor (including through any third party) retains District Data.

- 4.10. **Access.** Contractor shall not suspend District's access to District Data at any time during the term of this Agreement or the post-termination access period.
- 4.11. **Post-Termination Access to District Data.** Upon Agreement termination (including by expiration), Contractor shall, at District's discretion, either return all District Data to District (or delegate) in an agreed-upon format, or ensure District has access and the ability to retrieve District Data for at least a 90-calendar day period following termination. This 90-day period will be at no additional charge to District. Contractor shall not retain any copies of District Data following District's written verification that District no longer requires post-termination access, except as necessary for audit verification purposes.
- 4.12. **Transition Services.** Contractor shall at District's option provide transition services to support a responsible and secure transition of Services and District Data to another service provider or to District.
- 4.13. **Destruction.** Subject to Contractor's records retention obligations under the Contract, Contractor shall not retain any copies of District Data following the post-termination access period. Contractor shall not destroy District Data without District's written authorization. Contractor shall notify District of any conditions that make returning all District Data not feasible. Upon District's written acknowledgement that returning all District Data is not feasible, Contractor shall purge or destroy retained District Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 or other agreed-upon standard and provide District with written certification of sanitization.

## 5. Notifications.

- 5.1. **Incident and Breach Notification.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy, including a failure to comply with Contractor's confidentiality obligations, Contractor shall immediately notify District's point of contact (or delegate) of the incident, breach, or potential breach. If District determines that a breach or potential breach requires notification of its students/staff, or other notification required by law, District will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law. Contractor is obligated to reimburse District for reasonable costs of such notification.
- 5.2. **Requests for District Data.** In the event Contractor receives a third-party request for District Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give District notice and provide such information as may reasonably be necessary to enable District to take action to protect its interests.
- 5.3. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

## 6. Security and Hosting.



- 6.1. **Compliance with Laws, Regulations, and Policies.** Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of District Data, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
- 6.1.1. Oregon's Statewide Information Security Standards:  
<https://www.oregon.gov/das/OSCIO/Documents/2017%20ISO%20Standards%20regon.pdf>.
  - 6.1.2. Oregon's Statewide Information Security Plan,  
<https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>; and
  - 6.1.3. Oregon's Statewide Policies: [www.oregon.gov/das/Pages/policies.aspx#IT](http://www.oregon.gov/das/Pages/policies.aspx#IT).
  - 6.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- 6.2. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of District Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.
- 6.3. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required by this Agreement, for the Services documented in a security risk management plan. Contractor will make its plan available to District for review upon request.
- 6.4. **Testing.** District reserves the right to conduct periodic security testing upon reasonable advanced notice to Contractor of the Services.
- 6.5. **Background Checks.** Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Agreement [and who have administrator-level access to District Data]. Upon reasonable written request of District, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or sub-contractors providing services related to this Agreement.
- 6.6. **Hosting Services.** Services are provided via [provide information on hosting services, including any named vendor and certification], which are located within the continental United States. Contractor networks and systems and District Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

6.7. **Third Party Audit.** All aspects of the Services must meet the criteria of the American Institute of Certified Public Accounts for SOC 2 Type II, including access controls; availability; processing integrity; data confidentiality; and data privacy, collection, use, retention, disclosure, and disposal. Contractor shall ensure it and its subservice organizations undergo periodic examinations from an independent auditor to verify continued compliance. Contractor shall provide an exact copy of the most recent examination results report to District upon request.

6.7.1. **Security Logs and Reports.** Contractor shall allow District access to system security logs that affect the Services, District Data, or processes. This includes the ability for District to request a report of the records that a specific user accessed over a specified period of time.

6.8. **District Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Agreement, and provide District, their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:

6.8.1. Determine Contractor's compliance with this Agreement,

6.8.2. Validate Contractor's written security risk management plan, or

6.8.3. Gather or verify any additional information District may require to meet any state or federal laws, rules, or orders, including those regarding District Data.

6.8.4. Notice. Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

6.8.5. System Security Logs. Contractor shall provide designated District staff on-demand access to system security logs [in report form] for the Services, including user-level access logs for both District and Contractor users.

6.9. **Record Retention.** Contractor shall retain and keep accessible all records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

7. **Contractor Access and Audit rights.** Contractor's audit rights in the TOS are modified to provide:

7.1. Any audit will take place no more than once every 12 months, upon not fewer than 30 calendar days' written notice, during normal business hours and in a manner that does not interfere unreasonably with District's operations. District will provide Contractor or the independent auditor with information reasonably requested in furtherance of the verification; however, Contractor has no right of access to any locations, servers,

computers, records, data, accounts, or other information protected by law from disclosure. As an alternative, Contractor can request District complete a self-audit questionnaire.

- 7.2. If the agreed-upon final audit report reveals that District does not have sufficient subscriptions to meet its actual use, District will order sufficient subscriptions at District's then-current prices, or at prices available to similar-sized government clients in good standing, whichever is lower. District will not pay a penalty. District may at its option purchase additional Services or subscriptions.
- 7.3. Each party will bear its own costs of any activity conducted pursuant of the TOS.
8. **Warranties.** Application Services warranties are as described in the Contract.
9. **Limits on District Indemnification.** To the extent District is required under the Terms of Use to indemnify or hold Contractor harmless against claims brought by third parties against Contractor, District's obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.
10. **Contractor's Limitation of Liability; Indemnification.**
  - 10.1. Contractor's single occurrence and aggregate liability is as described in the Contract.
  - 10.2. Contractor's indemnities are described in the Contract.
11. **Defense of Claims.** Contractor's rights and obligations as to control of defense and settlement under the Terms of Use are as described in the Contract.
12. **Governing Law; Jurisdiction; Venue.** This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Venue and jurisdiction for any dispute are as described in the Contract.
13. **Attorney Fees.** Neither party to this Agreement is entitled to obtain judgment from the other party for attorneys' fees incurred in any litigation between the parties. Except as specifically agreed upon in the Contract, neither party may obtain judgment from the other party for attorneys' fees incurred in the defense of any claim asserted by a third party.
14. **Dispute Resolution.** Any dispute between the parties under the Terms of Use that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.
15. **Payment.** District's obligation to pay late charges is subject to ORS 293.462.
16. **Incorporation of Oregon Statutes.** ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

17. **Termination for Lack of Funding.** Without limiting District's right to terminate the Contract nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the District. District's payment for services performed or license fees due after the last Calendar Day of the current budget year is contingent upon District receiving funding, appropriations, limitations, allotments or other expenditure authority through its normal budgeting process sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to compensate Contractor. District may immediately terminate this Agreement upon written notice if District fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by District's budget or spending plan and District determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.
18. **Independent Contractor.** As described in the Contract, Contractor shall act at all times as an independent contractor and not as an agent or employee of District. Contractor has no right or authority to incur or create any obligation for or legally bind District in any way. Although District reserves the right to evaluate the quality of Contractor's completed performance, District cannot and will not control the means or manner by which Contractor performs its obligations under this Agreement, except to the extent the means and manner in which these obligations are to be performed is specifically set forth in this Agreement. Contractor shall determine the appropriate means and manner of performing its obligations. Contractor is not an "officer," "employee" or "agent" of District and Contractor shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Contract or authorized in writing by the party to be bound.
19. **Order of Precedence.** In the event of any conflict between the Contract, Rider, the Terms of Use, and any terms and conditions published by Contractor on or after the Effective Date of this Agreement and any terms presented to an end user in a 'click wrap' or end user agreement, the conflict will be resolved in that order.
20. **Publicity.** Contractor may not disclose the form, existence, or substance of this Agreement in advertising, press releases or other materials distributed to prospective customers, without the prior written consent of District.
21. **Records Maintenance and Access.** Contractor shall maintain all records in accordance with the Terms of the Contract and all other parts of this Agreement.
22. **Counterparts.** This Rider may be executed in two or more counterparts, by facsimile or electronic transmission, each of which is deemed an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.



23. **Non-Discrimination.** If the anticipated total value of the Services to be provided under this Agreement is \$150,000 or more, Contractor certifies that it has a written policy and practice that meets the requirements described in [House Bill 3060](#) (2017 Oregon Laws, chapter 212, codified at ORS 279A.212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Agreement. Contractor’s failure to maintain such policy and practice constitutes a breach entitling District to terminate this Agreement for cause.
24. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this section is a material term of this Agreement, and Contractor’s failure to comply constitutes a breach entitling District to terminate this Agreement for cause.
- 24.1. As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.
25. **Tax Compliance Certificate.** By executing this Rider, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that, to the best of the undersigned’s knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**CONTRACTOR:**

**DISTRICT:**

The District, acting through its Purchasing  
Manager

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

As: \_\_\_\_\_

As: \_\_\_\_\_