



REQUEST FOR PROPOSALS

20-0031

**For the Provision of
Design Team for Raleigh Hills Elementary
School Replacement**

**RFP Closing (Due Date & Time):
April 23, 2021 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48
16550 SW Merlo Road
Beaverton, Oregon 97003
March 19, 2021**

REQUEST FOR PROPOSAL

Solicitation No: RFP 20-0031

PURPOSE AND INTRODUCTION

The purpose of this solicitation is to establish a Contract for the design of Raleigh Hills K-5 Elementary School on behalf of the Beaverton School District. The Contract is for a design team consisting of architectural, engineering, and any related services that are either required to be included in Proposals or would add value to a proposed approach to accomplishing the Project Goals. The design team must coordinate with District Staff and any other Consultants that the District may separately procure to assist with the Project.

In accordance with the requirements of this RFP, Proposals shall include design services for the entire school replacement Project, but the District expects the Work to be accomplished in two phases. The first phase includes pre-design services and the second phase includes schematic design, design development, construction documents, and construction administration including a one-year warranty walk. Consequently, the Contract initially awarded will only include the phase one Work. The Contract will have an option to approve phase two Work, which the District can choose to exercise at its sole discretion. The District's current funding is sufficient to only cover the phase one Work. One of the factors the District will consider in its decision to exercise the phase two option is approval and issuance of a new Capital Construction Bond measure that includes funding for this Project.

A **Mandatory Pre-Proposal Conference** will be held on April 6, 2021 at 5225 SW Scholls Ferry Road, Beaverton, OR 97225.

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

SOLICITATION DUE DATE AND TIME (CLOSING):
April 23, 2021 at 2:00 PM Pacific Daylight Time

LATE PROPOSALS WILL NOT BE ACCEPTED.

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

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

PROPOSALS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

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

SECTION I – PROJECT INTRODUCTION AND BACKGROUND

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1. DEFINITIONS:

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

2. SOLICITATION REVIEW:

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

3. PROJECT BACKGROUND AND OVERVIEW:

These services are being procured at this time in the context of current planning and preparation for the possibility of a school construction bond being added to a future ballot. Current planning is such that the project to replace Raleigh Hills Elementary School would be anticipated to get underway as soon as possible following approval and issuance of a new Capital Construction Bond. As of the time of this Solicitation, funding is only available for pre-design services, which would be integral to properly costing/scoping the replacement of Raleigh Hills Elementary so the project could be accurately included in any upcoming bond initiative.

4. GENERAL SCOPE:

The full scope of design services, design-related services, and other consulting services which may be needed for the replacement of Raleigh Hills Elementary School fall within the general scope of this Solicitation. The following Statement of Work provides a more detailed description of the services.

5. FUTURE PROJECTS:

The design documents and other work produced under the Contract resulting from this RFP ("Work") shall support the project as described in the Solicitation Documents and resulting Contract. Though not a part of this project, the Work may also be used to support the following:

- Potential Project Continuations: Any expansions, reductions, or modifications to the initial design which may be needed either before, or after construction (e.g., i.e., due to student population changes not foreseen at the time of this Solicitation, etc.)
- Future, Related Projects: Whereas it is in the District's interests to build structures with consistent maintenance needs, capture and reuse best practices/successful designs, etc., the District may use the design documents or any other instruments of service created under any Contracts executed as a result of this Solicitation for use on other projects. See the Sample Contract for the specific terms related to any such use.

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If awarded a Contract as a result of this Solicitation, the Consultants and Sub-Consultants working under the Contract will be disqualified from the following future projects:

Consultants/sub-consultants included in any Contract and or sub-contracts of any tier of the Contract are disqualified from performing Work as a Contractor or Sub-Contractor for the person/firm awarded the contract for the Construction of Raleigh Hills Elementary School. Such disqualification may be waived if the District determines, in its sole discretion, that waiver of such disqualification is in the District’s best interests (e.g., waiver of the disqualification would not create a conflict of interest, etc.).

6. CONTRACT:

The Proposer named in the Notice of Intent to Award a Contract shall receive an AIA B101-2017 Standard Form Agreement between Owner and Architect (modified). A sample is enclosed herein (see Attachments). Additionally, a Sample AIA A101-2017 (modified) and AIA A201-2017 General Conditions (modified) has been attached to provide more detailed information as to the Consultant’s roles and responsibilities pertaining to the contract for construction services. These documents along with all included exhibits/attachments form the Sample Contract.

The successful Proposer shall promptly sign and return the Contract. Failure to promptly sign and return the Contract may result in the District terminating the contracting process and awarding to the next highest scoring Proposer. The successful Proposer shall promptly sign a Contract that is substantially similar to the Sample Contract. Proposers shall request any changes/language modifications they would like to the Contract prior to the Deadline for Questions, Solicitation Protests, and Requests for Change in this Solicitation. After the Contract is executed, the District may amend it without additional competition pursuant to OAR 137-048-0320.

7. DISTRICT REPRESENTATIVE:

The District Representative for the Project is Eric Bolken, Project Manager.

8. SOLICITATION AND INITIAL PROJECT SCHEDULE:

The milestones for the Solicitation process are set forth below. The dates are anticipated and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities, if provided, are found elsewhere. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Date/Time*</u>
Issue Solicitation	March 19, 2021
Mandatory Pre-Proposal Conference	April 6, 2021 at 3:00 PM PST
Deadline for Questions, Solicitation Protests, and Requests for Change	April 16, 2021
Closing Date and Time	April 23, 2021
Anticipated Time of Interviews	May 3, 2021 – May 11, 2021
Anticipated Notice of Intent to Award	Week of May 10, 2021**
Anticipated Executed Contract	June 1, 2021**

* All times provided are Pacific Daylight Time

** May be later depending on interviews, reference returns, or other unknown factors in evaluation process

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<u>Project Milestone</u>	<u>Date/Time*</u>
Begin Services	Upon Contract Execution
Issue Solicitation	March 16, 2021
Phase 1 (Pre-Design Services) Complete	November 30, 2021
Phase 2 Amendment Executed	After passage of school bond with appropriate funding/priorities

9. CONTACT DURING SOLICITATION:

Questions and communications shall be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the offender's proposal to rejection. Answers to questions not stated in writing and/or answered in the form of a written Addendum shall not be binding upon the District.

SECTION II – STATEMENT OF WORK

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1. PROJECT DESCRIPTION.

History: The original construction of the Raleigh Hills School occurred in increments from 1927 through the mid-1950s. The building today consists of seven different additions that more than tripled the square footage of the original building. These additions have created a school that is less than optimal for accessibility, safety, and learning.

Scope of Replacement: Design/Construct a new building to support an eight hundred (800) student pre-K through 5th grade population. The new building must include a cafeteria, gym, media center, classrooms, and support services spaces. The new building design must be in alignment with the District's educational specifications. Parking and vehicle access shall separate bus and automobiles while adhering to jurisdictional requirements.

Construction/Design Project Budget: Construction cost will be informed in Phase 1 but is currently estimated to be \$50M. Applying the Washington State Guidelines for A/E fees for Public Works, we estimate the Phase 1 contract to be approximately \$500,000 and the Phase 2 option, if approved, to be approximately \$2.5M.

Project Schedule: Phase 1 Pre-design and scoping will begin immediately and must be completed by November 2021. Phase 2 will commence shortly after a future Capital Construction Bond measure is approved and issued as well as the District's approval of the Phase 2 option in the Contract. Design is estimated to be complete in Fall of 2023. Construction is anticipated to take place beginning in the summer of 2024 and completed by August 2026. Prior to the District's decision to exercise the phase two contract option, the District may choose to adjust cost, pricing, and service requirements as it may determine necessary to best complete the Project.

2. PROJECT GOALS. Throughout the first and second phases of design, the district is seeking a consultant to achieve the below Project Goals, which are organized in relation to the District's [Pillars of Learning](#).

WE Expect Excellence

- a. **Cost Certainty:** While designing this school, the project budget is of critical importance. In the first phase, cost certainty will be of the utmost importance and will inform the budget put forward in the Bond Measure (if issued). In the second phase, it will be important to pick-up the design and stay within the proposed budget through design development and progression. Excellent cost certainty throughout the Project will help the District both make and keep our promise to voters.
- b. **Best Practices:** We are seeking Proposals that incorporate best practices and account for lessons learned while designing similar projects. In order to incorporate these best practices, the Proposal must include staff, systems, and/or other resources which have been developed and improved through experience with similar projects.

WE Innovate

- a. We are seeking an innovative design that incorporates more effective functional and educational attributes, as well as the Desired Building Attributes listed below.
- b. We are seeking an innovative approach that responds to the community, site and jurisdictions while upholding the district standards.

WE Embrace Equity

- a. Our goal for this Project is to not only promote equity and inclusion within the design team but also within the design and construction process as a whole. The District currently has an aspirational goal of 10% of work performed by firms certified by the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID).

WE Collaborate

- a. We are seeking an approach that is not only collaborative within the design and construction teams but also the community.

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1. Collaboration within the design and construction teams includes seamless integration of the various discipline’s designs/input in all parts of the design process. This also includes listening and seeking understanding/problem solving with respect to any feedback/concerns brought forth by the selected General Contractor, or other stakeholders, which may arise during construction.
 2. Community collaboration includes gathering pertinent information that is representative of the several communities affected by the school, incorporating that feedback into the design process in a manner that is reflective of the information that was provided, and clearly presenting information to the communities/stakeholder while incorporating any subsequent feedback into the process/design.
3. **DESIRED BUILDING ATTRIBUTES.** The District seeks to implement a building with a focus on the following attributes:
- a. The facilities must be designed with significant consideration being given to ease of maintenance and effective maintenance cost management.
 - b. Efficient utilities systems using proven technologies.
 - c. High degree of centralized control of lighting and environmental controls to allow managing these systems from a base operational schedule with easy temporary central override to account for proper safety and efficient energy management during special events and/or community use.
 - d. The building should be used as a learning tool, where possible at a reasonable cost.
 - e. Energy features in partnership with Energy Trust of Oregon.
 - f. Incorporation of Green Energy Technology to comply with Oregon state law (ORS 279C.527-528) and HB 2496 requirements.
 - g. Oregon Resiliency Plan features considerations as further developed in the Beaverton School District Resilience Planning report located at:
<https://www.beaverton.k12.or.us/departments/facilities-development/2014-bond-construction-projects/seismic-projects>
 - h. Beaverton School District Technical Standards located at:
<https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>
 - i. Beaverton School District Educational Specifications located at:
<https://app.e-builder.net/public/publicLanding.aspx?QS=1d00428ad39141b38fadf9915951c8f7>
4. **DESCRIPTION OF SERVICES.** Design Services shall include Program Review/Pre-Design, Schematic Design, Design Development, and Construction Documents for permitting and bidding, bidding assistance, Construction Administration services, and warranty follow up for one year beyond substantial completion. Engineering sub-consultants shall include Civil, Structural, Mechanical, Plumbing, and Electrical, as well as others that may be desirable/necessary to meet the requirements of this Solicitation. More detailed information about the services included in the scope of this Solicitation are listed below:

Phase 1: Pre-Design

- 1) Utilizing the District’s Educational Specifications and Technical Standards, the Architect shall facilitate collaborative organizational plan development with District representatives to create a specific design solution for the building and site. Consultant shall facilitate building space planning, massing, and an exterior finishes palette to include several design alternatives with District representatives.
- 2) This new building will be a Land Use Application Type 3 for the City of Beaverton. Plan for community outreach accordingly.
 - a) In addition to the jurisdiction required meetings, plan attend and provide materials for at least 3 additional community meetings. Digital materials shall also be provided for the District’s use.

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Include a design review meeting to be held at a district location to review stakeholder comments. Budget 4 hours for the meeting and plan to have the final community meeting after incorporating stakeholder comments, updating drawings and presentation materials.

- 3) Coordinate with Authorities Having Jurisdiction (AHJ) including but not limited to the City of Beaverton, Washington County, Clean Water Services, and Tualatin Valley Fire & Rescue to confirm improvement requirements for onsite and offsite work.
- 4) Coordinate with existing easements and neighbor access. There are currently two properties to the north-east that are accessed only through our parking lot and along our property line.
- 5) Coordinate and verify requirements with State Historic Preservation Offices (SHPO). Whether or not the building is “Historic.” There is a community desire to honor or preserve the architecture of the 1927 original building.
- 6) Consultant shall secure the services of a Cost Consultant to provide preliminary cost estimates throughout the design phases. It is critical that the selected consultant make the project costs an element in all decisions. The selected consultant will have a proven track record of delivering target value designs within the project parameters. This phase shall include one Unifomat estimate and review session with the District and our cost estimator. Include a single estimate revision meeting.
- 7) At the end of this Phase, the District will be the sole owner of the design and all related documentation, drawings (including BIM, digital massings, and digital documentation) and narratives developed to meet the requirements listed below (see Sample Contact for related terms and conditions).
 - Documentation of existing conditions
 - Programmatic site plan, including location of the building, fields, covered play, bus loop, parent drop-off loop, parking, and pedestrian connections.
 - Typical elevations including exterior materials and narrative for waterproofing approach
 - Building sections as needed to describe massing
 - Narrative of structural scheme
 - Programmatic floor plans
 - Narratives for approach to MEP
 - Renderings and other digital representations of the proposed building and site

Phase 2: Design and Construction Administration*

*The Contract awarded under this Solicitation will have an option to approve Phase Two work that may be exercised at the District’s discretion. A subsequent Bond Measure being approved and issued will be required for the District to have funding available for Phase Two services.

- 1) Utilize the District’s Educational Specifications and Technical Standards to develop building and site program plans through Schematic Design (SD), Design Development (DD) and Construction Documents (CD).
- 2) Continue and finalize all coordination and requirements with the AHJs. Prepare and coordinate documents as required by the District Land Use Planning Consultant for Site Development Review application (i.e., Site plans, Building Elevations, Material Boards, etc.) Architect may be required to attend the pre-application meeting, neighborhood meeting(s), and possible hearings before the City of Beaverton (if requested) to respond to building design issues. Architect shall prepare required documentation, material boards and ensure the requirements of Land Use Conditions are incorporated in the final design of the building and site.
- 3) Consultant shall secure the services of a Cost Consultant to provide preliminary cost estimates throughout the design phases. It is critical that the selected consultant make the project costs an element in all decisions. The selected proposer will have a proven track record of delivering target

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value designs within the project parameters. Consultant shall provide engineering cost studies to support design alternatives, including alternate material options, mechanical systems options, and lighting. Consultant shall provide engineering cost studies to identify lifecycle costing.

- Include Uniformat estimates as follows, each includes a review session. (1) estimate for SD, (2) estimates for DD, (2) estimates for CD.
 - Each estimate shall include an update of estimates following coordination and reconciliation with the design team, owner and owner's cost consultant.
- 4) Consultant shall provide the necessary Civil engineering and Landscape Design as required to meet all planning & development requirements.
- Consultant shall provide Landscape design services to include landscape planting and irrigation drawings and specifications for inclusion in the bid documents.
 - Consultant shall coordinate with the District and AHJs for water quantity and quality requirements.
 - Consultant shall provide playing fields and courts to meet the District's program requirements.
- 5) Consultant shall provide the necessary Structural Engineering, as required by the City of Beaverton and other authorities having jurisdiction.
- 6) Consultant shall provide the necessary Mechanical, Plumbing and Electrical engineering as required for all mechanical, plumbing, fire alarm, and electrical work.
- Design services shall include all low voltage communications design and engineering for voice (VoIP), data, paging, sound amplification and intercom systems. Design must coordinate drawings and specifications, and incorporate Beaverton School District IT technical standards.
 - Design services shall include Energy Code modeling, review, interpretation and applicable integration with design criteria based on energy efficient expectations of Oregon Department of Energy (ODOE) for Energy Trust incentives and Building Commissioning. Electrical and mechanical sub-consultants shall prepare all applications and applicable study materials as required and follow-up in a timely manner to ensure all rebates and incentives available are achieved. Consultants shall participate with the District in early assistance and eco-charrettes as outlined in the ETO's program for design assistance. Additional services may include measurement & verification services after completion of construction and will be determined during design and a contract change order will incorporate this work as necessary.
 - Provide designs which incorporate the requirements of Oregon state law (ORS 279C.527-528) and HB 2496 requirements.
- 7) Consultant shall provide Life Cycle cost analysis of the building systems and materials at conceptual and schematic design and analysis of all commissioned building systems at Design Development phase. Systems include but are not limited to: roofing, lighting, power, generator systems, and HVAC.
- 8) Consultant shall provide a Kitchen design consultant with proven experience in school cafeteria and kitchen design. The Consultant will collaborate and coordinate with the District's Nutrition Services Department and Kitchen design consultant to ensure all needs are met during design and through construction.
- 9) Consultant shall provide collaborative Interior Design services, to include a minimum of two alternatives for interior colors and finishes palette(s).
- 10) The District may elect to utilize the Design Team for Furniture, Fixture and Equipment (FF&E) design, cost estimating and item selection. If the District elects to utilize the Design Team, the consultant shall also provide design and documentation of furniture and furniture systems layouts, and coordination of District furnished items integration. Designer shall assist in selecting and specifying FF&E.

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- 11) It is the intent of this solicitation that proposers and their sub-consultants will use a Building Information Management (BIM) software to create a model representation of the project, coordinate internally, prevent clashes between scopes, and aggregate the model so that it is able to be used for estimates throughout the different phases of the project, as well as produce construction documents. It will be the architect's responsibility to collect, maintain, and archive models, provide file management and manage access rights from the conception of the project through construction and close-out. It is also the intent that the architect will submit the aggregated model at the various design reviews and by 100% Construction Documents the model will be up to BIM level 200 or 300 per AIA E202, to be negotiated at contract execution. This model will be used by the owner, architect and contractor for analyzing volume, area, performance, cost estimating, project scheduling, phasing, overall duration, design, and construction. The District will use the as-built model for repair, reconstruction, maintenance and related facilities purposes.
- 12) Design services shall include interactive participation and support with all aspects of the building commissioning process. Provide integration of commissioning requirements and activities to project specifications. Commissioning shall be for the following systems: HVAC, Lighting controls, DDC controls, TAB review, fire alarm/sprinkler system, sound systems, intercom, and clock system.
- 13) Consultant shall provide graphics as required for site signage, interior directional signage design/selection and room signage design/locations. Signage shall be coordinated with the District's technical standards.
- 14) Consultant shall provide a campus site plan with parking, revised traffic flow, construction materials staging, and logistics noted on the plan. Consultant to coordinate with District Project Representative, site staff, and General Contractor to confirm locations and sequencing of work (if required).
- 15) Consultant shall procure a 3rd party constructability review.
- 16) Consultant shall provide coordination with and support for District direct-contracted consultants during the design process such as:
 - Geotechnical Consultant
 - Land Use Planner
 - Traffic Engineering
 - Hazardous Material Consulting
 - Building Commissioning
 - Building Envelope Consultant and/or Roofing Consultant
 - Special Inspections and Materials Testing
 - Independent Cost Consultant
 - Advertising
 - Bulk Printing/Reproductions
- 17) Meetings
 - The Consultant shall participate in a preliminary project kick-off meeting, programming review meetings, and design meetings as deemed necessary by the project team during the design phase.
 - The Consultant shall participate in design review presentations at completion of Schematic Design, Design Development, and 50% Construction Document completion. Allow for 4 hours minimum for each design review session.
- 18) The Consultant shall participate in weekly meetings during construction; punch list walkthrough and follow-up; and a one-year warranty walk.
- 19) Miscellaneous

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- All designs shall be in compliance with the Oregon Structural Specialty Code and Oregon Energy Code requirements, and any other applicable Building Code requirements.
- Value Engineering shall be used to ensure that optimized form and function are implemented for the budget available. VE efforts will conform to ASTM E1699-14.
- There shall be a collaborative work effort between the A/E, the District, the Constructor and regulatory oversight agencies leading to a harmonious and effective implementation.
- The project will comply with the District's Technical Standards and Education Specifications. Deviations may be proposed by the A/E with appropriate rationale for District consideration. The documents can be viewed in the Design Standards Program Documentation located at:

<https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>

- The District has implemented the eBuilder Project Management software platform, for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. Consultant shall be provided seats (licenses) and training as needed.
- All persons involved in the project who will have a physical presence on site at any time during the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Consultants and sub-consultants shall provide a report of who has cleared the background check by an approved agency. The District background check requirements are attached for reference.
- Direct Reimbursable expenses shall be limited to: office printing/reproductions; postage; deliveries; travel; and fees and miscellaneous project costs paid directly by the Consultant. Such costs will be reimbursed without mark-up.

1. ADDITIONAL REQUIREMENTS:

- a. **E-Builder.** See sample Contract attached to this Solicitation for additional requirements.
- b. **Background Checks.** See sample Contract attached to this Solicitation for additional requirements.
- c. **BIM.** See sample Contract attached to this Solicitation for additional requirements.

2. **BUSINESS EQUITY.** The Proposer understands that the District maintains a goal of engaging Disadvantaged, Minority, Women, Emerging Small and Service Disabled Veteran owned business enterprises (D/M/W/ESB/SDV) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent D/M/W/ESB/SDV participation by contract value in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this goal in the total value of their contracts with the District.

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

SECTION III – INSTRUCTIONS TO PROPOSERS
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1. SELECTION PROCEDURE:

In accordance with the District's Estimated Fee of three million dollars (\$3,000,000.00) of total contract value, this Solicitation is pursuant to the formal selection procedure for Consultants. The Estimated fee shall only be used to identify the appropriate selection procedure for the Solicitation.

2. PRE-PROPOSAL CONFERENCE:

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

3. SOLICITATION PROTEST AND REQUEST FOR CHANGE:

Proposers may submit a written protest of anything contained in this Solicitation and may request a change to any provision, specification or Contract term contained in the Solicitation by the deadline listed in the SOLICITATION SCHEDULE in Section I of the RFP. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the Solicitation provisions, specifications or Contract terms. The District will not consider any protest or request for change that is submitted after the submission deadline. Protest shall be delivered to the Purchasing Manager by email (contracts@beaverton.k12.or.us). Any changes to the Solicitation will be made and issued via an Addendum pursuant to Paragraph 6 in this section.

4. AWARD SELECTION PROTEST:

Proposers may Protest Consultant Selection.

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

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number of Proposals of higher ranked Proposers failed to meet the requirements of the Solicitation. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher ranked Proposers, or a sufficient number of higher ranked Proposers are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.

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

5. SOLICITATION CANCELLATION:

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

6. ADDENDA:

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

7. ADDITIONAL REQUIREMENTS:

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

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 20-0031

8. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- a. The District shall electronically open Proposals received. The District shall not be responsible for a Proposal that is not properly addressed and/or identified.

9. TIES AMONG PROPOSERS:

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

10. NOTICE OF INTENT TO AWARD:

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

11. CONFIDENTIALITY OF PROPOSALS:

- a. **REDACTION FOR PUBLIC RECORDS:** Any portion of a Proposal that the Proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their Proposal and all attachments if redactions are being requested.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted Proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**
- b. When preparing a redaction of your Proposal submission, a Proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the Proposal submission (summary is not included in page limitations). **If a Proposer fails to submit a redacted copy of their Proposal as required, the District may release the Proposer's original Proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the District's sole discretion, such a Proposal may be rejected as non-responsive.

SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0031

- c. Unless expressly provided otherwise in this RFP or in a separate written communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law. The District agrees not to disclose Proposals until the District has completed its evaluation of all Proposals and publicly announces the results.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0031

INTRODUCTION:

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

PROPOSAL SUBMISSION FROMAT:

- A. The Consultant’s emailed Proposal:
 - i. Shall include an electronic copy of the Proposal in WORD or editable PDF format except for the attached Excel sheet, which may be returned in Excel format.
 - ii. The Price Proposal shall be submitted as a separate file that does not contain any other type (non-Price Proposal) of Proposal Content.

DETAILED PROPOSAL CONTENT REQUIREMENTS:

Proposals must include all proposal content as indicated on the attached Proposal Submission Checklist. Failure to submit any of the required items may result in rejection of a Proposal.

The Responses to Response Items, which are required on the Proposal Submission Checklist, are listed below. Proposals must include complete and concise Responses to all of the Response Items listed below. Responses should not assume the District has any prior knowledge of the Proposer. Proposal responses should be organized in the same order as presented below.

Response Items:

A. APPROACH- 40 POINTS MAXIMUM

- 1) Demonstrate your understanding of the project, required services, and what uniquely innovative approach your team brings to the project.
- 2) Describe your approach to the project as it relates to the current budget. Describe how you plan to design the school to meet our budget and how your firm proposes to help BSD develop budget certainty.
 - a. Describe your approach to value engineering.
- 3) The District highly values collaboration; provide specific solutions your firm will provide to ensure a high level of collaboration with all District stakeholders. Please describe how your proposed solutions have led to successful collaboration on similar projects in which your firm was the lead architect.
- 4) Provide solutions to the following perceived design and constructability issues. The most desirable solutions will be specific to this project and reference how the Proposer has successfully applied them to past projects in a manner that will be directly applicable to this project.

Perceived Design and Constructability Issues:

- (i). Site; grading, easements
 - (ii). Traffic; bus, parent and pedestrian.
 - (iii). Historical building precedence
- 5) The District has an aspirational goal of 10% of work performed by firms certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (COBID). Describe your

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0031

proposed approach to promoting successful participation in the project on the part of minority, women, and emerging small business enterprises and how these efforts will support the District's goals.

B. EXPERIENCE- 30 POINTS MAXIMUM

- 1) Please describe how your firm's experience exemplifies excellence and is best suited to help us achieve our goals for this project.
- 2) Describe your firm's experience in K-12 design. Provide three (3) recent examples of projects your firm led that are of similar scope, scale, and delivery method to this one. Such examples should focus on primary educational facilities. Include project details and discuss lessons learned.
- 3) Describe the Proposer's performance history in:
 - A. Meeting deadlines
 - B. Completing the scope of work within budget
 - C. City of Beaverton building department permit and deferred submittal performance
 - D. Washington County Land Use and Transportation (LUT)
 - E. Accuracy of cost estimates
 - F. Managing your sub-consultants to achieve the abovementioned performance criteria

B. PERSONNEL- 20 POINTS MAXIMUM

- 1) List the Proposers' key staff to be assigned to the project and describe each proposed key staff member's experience in providing similar services on comparable projects.
- 2) If applicable, describe projects the proposed key staff (both of the consultant and any sub-consultants) have previously worked on together.
 - A. The most desirable responses will include team members (whether in-house or sub-consultants) that have successfully worked together on K-12 projects exhibited in the Experience section.
- 3) Fully Complete ATTACHMENT G Proposed Key Personnel Table to demonstrate the Proportion of time each of the Proposer's proposed key personnel will be spending on the project at each phase of design. This table should indicate a comprehensive list of key staff with adequate availability to support the proposed approach/this Project.

D. SUB-CONSULTANTS- 10 POINTS MAXIMUM

- 1) List the Sub-Consultant firms proposed to accomplish the Phase 1 services and their key staff to be assigned to the project. Describe their experience in providing similar services on comparable projects. Do not include any sub-consultants that would only be necessary for Phase 2 services. The District may reject any Phase 2 sub-consultants included in the initial Proposal.
- 2) Fully Complete ATTACHMENT G Proposed Key Personnel Table to demonstrate the Proportion of time that each sub-consultant's proposed key personnel will be spending on the project at each phase of design. Though specific Phase 2 sub-consultant firms are not to be identified in Proposals, ATTACHMENT G should include the types of sub-consultants that would be used for Phase 2 services and be completed for any types of key staff from the to-be-identified sub-consultants that the consultant would procure to support Phase 2 services. This table should indicate a comprehensive list of key staff with adequate availability to support the proposed approach/this Project.
- 3) Describe the Proposed approach to effectively manage/procure sub-consultants, and/or propose additional/new in-house key staff, to position the design team to successfully complete Phase 2 if it is executed.

C. REFERENCES- PASS/FAIL

- 1) Using the attached Reference Forms, provide a minimum of three references from similar projects the Proposer has completed.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0031

- 2) Provide three (3) written recommendations from past clients. Written recommendations do not count toward the total page count. Failing to provide references or failing a reference check will result in rejection of the proposal.

D. PRICE PROPOSAL

- 1) In a separate and appropriately named file (including “FEE”, the Proposer’s name, and solicitation number as shown on the Request for Proposal and/or other clearly identifying information), the Proposer shall provide a complete and itemized fee for the services described in the Statement of Work Section. In addition, provide an hourly cost (including burden and mark up) for key personnel and principals for the prime firm and sub-consultants. If a Proposer fails to provide the pricing information in a separate file, the Purchasing Manager, or designee, shall separate the pricing information from the other documents and withhold from the evaluation committee until the specified time/circumstance. Note that reimbursables are to be direct reimbursable and no mark-up is allowed. Additionally, the Beaverton School District is governmental entity and therefore cannot be charged the Commercial Activities Tax.

PROPOSAL EVALUATION:

The District shall establish a committee of at least five individuals, including at least one District employee, to review, score, and recommend for award Proposals according to the evaluation criteria set forth in the Solicitation. The Purchasing Department staff will manage the RFP process, and consult with evaluation committee members as needed, but shall not be scoring members of the committee.

After scoring the proposals based on the qualification criteria listed below, the committee will invite the three highest-scoring Proposers whose Proposals scored at least 85% of the total available points to participate in Interviews.

EVALUATION CRITERIA:

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

Proposal Content	Maximum Points
Approach	40
Experience	30
Personnel	20
Sub-Consultants	10
References	pass/fail
Sub-Total	100
Interview	50*
Total	150

INTERVIEW:

The committee will invite the three highest-scoring Proposers whose Proposals scored at least 85% of the total available points to participate in Interviews. The interview questions will be provided to the invited Proposers in advance of the Interviews. The process may be used to supplement and clarify the information contained in the

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0031

proposal. Accordingly, a fixed set of questions will be provided to each invited Proposer and committee members may ask follow-up questions unique to each Proposer to gain additional clarity.

REFERENCES:

The evaluation committee may elect to check references if the evaluation committee considers it necessary or desirable, or only evaluate the written reference information provided with Proposals. In any event, references shall be scored on a Pass/Fail basis.

SELECTION AND NEGOTIATION:

If the District does not cancel the Solicitation, the District will enter into contract negotiations with the highest scoring Proposer. Notwithstanding any other lawful method of conducting negotiations, after opening a highest (or subsequently highest) scoring Proposer's Price Proposal the District may determine the Proposed Fees to be unreasonable, and either cancel the Solicitation, or request Best And Final Offers from all Proposers in the Competitive Range. If after opening any pricing proposals the District decides to proceed with negotiations, the Price Proposal (not contract terms) will be the subject of any such negotiations. Below is a non-inclusive list of items which may be the subject of such negotiations:

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

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

6. TIES AMONG CONSULTANTS.

If the District is selecting a Consultant on the basis of qualifications alone and determines after the scoring of Consultants that two or more Consultants are equally qualified, the District may select a candidate through any process that the District believes will result in the best value for the District taking into account the scope, complexity and nature of the Architectural, Engineering and Land Surveying Services. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of the District and Consultants and shall protect the integrity of the Public Contracting process. Once a tie is broken, the District and the selected Consultant shall proceed with negotiations under OAR 137-048-0210(3) or 137-048-0220(4)(c), as applicable.

PROPOSAL SUBMISSION CHECKLIST

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

____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

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

____ RESPONSES TO RESPONSE ITEMS

Detailed Proposal Content Requirements are specified in SECTION IV.

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

- ATTACHMENT F Sample Contract
- ATTACHMENT G Proposed Key Personnel Table

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 20-0031

PROPOSER CERTIFICATION

Respectfully submitted this _____ day of _____, 20_____.



Signature: _____

Name: _____
(Please type or print)

Phone: _____

Title: _____

Email Address: _____

Firm/Company Name: _____

Physical Address: _____

City, State, Zip: _____

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

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

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 20-0031

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

Proposer: _____

I state that:

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

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



(Affiant’s Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

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

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

 Signature: _____

Name: _____
(Please type or print)

Title: _____

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


Date: _____

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

DECLARATION AND SIGNATURES

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

Date: _____

 Signature: _____

Name: _____
(Please type or print)

Title: _____
(Please type or print)

Firm/Company: _____
(Please type or print)

Instructions

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

SECTION I –RELIABILITY

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

Yes: __ No: __

If “yes”, explain:

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

Yes: __ No: __

If “yes”, explain:

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

Yes: __ No: __

If “yes”, explain:

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

Yes: __ No: __

If “yes”, explain:

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

Yes: __ No: __

If “yes”, explain:

**SECTION II – FINANCIAL
RESOURCES**

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

If “yes”, explain:

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

If “yes”, explain:

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

If “yes”, explain:

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

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

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

If “yes”, explain:

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 20-0031

SECTION III – KEY PERSONNEL

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

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

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

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

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

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

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

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