



REQUEST FOR PROPOSALS

20-0037

For the Provision of

Design Team for Beaverton High School Replacement

RFP Closing (Due Date & Time):
May 12, 2021 at 2:00 PM Pacific Time

Issued by:
Beaverton School District 48
16550 SW Merlo Road
Beaverton, Oregon 97003
April 9, 2021

PUREQUEST FOR PROPOSALS

Solicitation No: RFP 20-0037

The purpose of this solicitation is to establish a Contract for the design of Beaverton High 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 envisioned in this solicitation to be accomplished in two phases. The first phase includes planning and pre-design services, while the second phase includes the progression through schematic design, design development, construction documents, and construction/contract 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 only sufficient to cover the estimated fees for 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 full funding for this Project.

A **Mandatory Pre-Proposal Conference** will be held on April 19, 2021 at 2:00 PM PDT at Beaverton High School 13000 SW 2nd Street, Beaverton, OR 97005. This is an on-site meeting and there is not a virtual attendance option for the Pre-Proposal Conference. The District expects any attendees of the Mandatory Pre-Proposal Conference to adhere to applicable COVID-19 practices/guidelines/requirements (e.g., social distancing, etc.) that may be in place at the time of the conference.

Interested Proposers **must only 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): May 12, 2021 at 2:00 PM Pacific Time
LATE PROPOSALS WILL NOT BE ACCEPTED.

Timely received Proposals will be opened, recorded and prepared for evaluation. The District will not read Proposals aloud. In the District's sole discretion 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.

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents and any addenda, notices, or other information associated therewith.

All questions, communications, and comments regarding this solicitation shall be directed ONLY IN WRITING 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.

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 more than seven days after issuance of the Notice of Intent to Award 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 capital construction bond being placed on a future ballot. Current planning is such that the project to replace Beaverton High School would commence sometime following approval and issuance of a new Capital Construction Bond. As of the time of this Solicitation, funding is only available for planning and limited pre-design services, which would be integral to properly costing/scoping the replacement of Beaverton High School so the project could be accurately included in any upcoming bond planning/initiatives.

4. GENERAL SCOPE:

The full scope of design services, design-related services, and other consulting services which may be needed for the replacement of Beaverton High School School fall within the general scope of this Solicitation. The following 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 on other projects. Such use will be at the District's option and sole discretion and

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without further compensation to the Consultant. See the Sample Contract for the specific terms related to any such use.

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 Beaverton High 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.

7. AMENDMENTS:

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

8. DISTRICT REPRESENTATIVE:

The District Representative for this project is Jeff Hamman, Senior Project Manager.

9. SOLICITATION 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	April 9, 2021
Pre-Proposal Conference Date and Time	April 19, 2021, 2:00 PM PDT
Deadline for Questions, Solicitation Protests, and Requests for Change	April 27, 2021, 4:00 PM PDT
Closing Date and Time	May 12, 2021, 2:00 PM PDT
Interviews (if required)	May 27, 2021, between 1:00 PM PDT and 4:00 PM PDT
Anticipated Notice of Intent to Award**	Week of June 7, 2021
Anticipated Contract Award**	on or about July 1, 2021

* All times provided are Pacific Daylight Time

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

Project Milestone Date/Time*

Begin Services Upon Contract Execution

Phase 1 (Pre-Design Services including cost estimates) Complete December 1, 2021

Phase 2 Amendment to be considered after passage of a Capital Construction Bond with appropriate funding/priorities.

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10. CONTACT DURING SOLICITATION:

Questions and communications shall be submitted in writing only 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.

- 11.** Additional information regarding this solicitation and certain forms for download are available on the ORPIN website: www.orpin.oregon.gov

SECTION II – STATEMENT OF WORK
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1. PURPOSE AND INTRODUCTION.

The purpose of this solicitation is to establish a Contract for the design of Beaverton High 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.

The selected Consultant shall provide all services, labor, materials, plant, equipment, transportation, licenses/certifications, insurances, expertise, technology, and other facilities and services as necessary and/or required to execute all of the Work. In accordance with the requirements of this RFP, Proposals shall include design services for the entire Project, but the District expects the Work to be accomplished in two district phases.

The first phase will be for pre-design services as outlined below at an approximate cost of \$350,000 - \$400,000. The second phase starts with an assessment of progress and an evaluation of the current Consultant and sub-consultant team in preparation for Phase 2 work. Design then progresses into schematic design, design development, construction documents, and construction administration phases, including a one-year warranty walk. Phase 2 services will include a coordinated and collaborative sub-consultant selection process.

The District's current funding is sufficient to only cover the Phase 1 work. Consequently, the Contract initially awarded will only include the Phase 1 Work. The Contract will have an option to approve Phase 2 work, which the District can choose to exercise at its sole discretion. One of the many factors the District will consider in its decision to exercise the Phase 2 option is approval and issuance of a new Capital Construction Bond measure that includes full funding for this project.

2. PROJECT DESCRIPTION:

Scope of Replacement: Construct a new High School building and associated facilities to support a 1,500 student capacity. Our initial assumption is that it will mean replacing all buildings onsite, except the cafeteria building. Construction is to occur in phases while the campus is occupied. The new building(s) 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 between \$220-\$240M.

History: Beaverton High School was originally built in 1915, making it the oldest building in the District and has several additions over the years.

Project Schedule: Phase 1 Pre-design and scoping will begin immediately after contract execution and must be complete by December 1st, 2021. Phase 2 will commence shortly after a future bond measure is approved by voters 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 2 contract option, the District may choose to adjust cost, pricing, and service requirements as it may determine necessary to best complete the Project. Design services shall include Schematic Design, Design Development, and

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Construction Documents for permitting and bidding, bidding assistance, construction administration services, and warranty follow up for one year beyond substantial completion.

- 3. PROJECT GOALS.** Throughout the first and second phases of design, the district is seeking a consultant that helps us achieve the below Project Goals and exemplify 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 project 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 most 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 jurisdictional requirements 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 highly collaborative within the design and construction teams but also involves and celebrates the Beaverton community.
 1. Collaboration within the design and construction teams includes seamless integration of the various discipline's input in all parts of the design process. This includes active listening and seeking understanding/problem-solving with respect to any feedback or concerns brought forth by the selected General Contractor, or other stakeholders, that arises during construction.
 2. Community collaboration includes gathering pertinent information that is representative of the several communities affected by the school including but not limited to the neighborhood association committees, students and their families, and neighboring community. This information and feedback should be incorporated into the design process in a manner that is reflective of the information that was provided. The Consultant should clearly present the information and any response to the communities/stakeholders while incorporating the feedback into the process/design that aligns with the project goals as much as possible.

- 4. DESIRED BUILDING ATTRIBUTES.** The District seeks to implement a building with a focus on the following attributes:

- a. The facilities must be implemented with significant consideration being given to ease of maintenance and effective maintenance cost management.
- b. Efficient utilities systems using proven technologies.

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- 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. Building as a learning tool, where possible and at a reasonable cost.
- e. Energy features in partnership with Energy Trust of Oregon.
- f. Incorporation of Green Energy Technology to comply with State of Oregon laws (ORS 279C.527-528) and HB 2496 requirements.
- g. Oregon Resiliency Plan 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>

5. DESCRIPTION OF SERVICES. Design Services shall include Program Review, 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 this scope of this Solicitation are listed below:

Phase 1: Pre-Design

- 1) The intent of Phase 1 is to establish a project budget by reviewing and establishing various project assumptions in order to put together a probable cost.
- 2) Utilizing the District’s Educational Specifications and Technical Standards, the Architect shall facilitate collaborative organizational planning development with District representatives to create a specific design solution for the building and site. Consultant shall facilitate building space planning, massing, and exterior finishes palette to include several design alternatives with District representatives. It will be necessary to document deviations from the Districts High School Educational Specification in order to establish a program for a 1500 student capacity High School.
- 3) This new building will be a Land Use Application Type 3 for the City of Beaverton. The Consultant must plan for community outreach accordingly. The District would like to understand the major land use & traffic requirements for the project. The District will contract a Land Use Planner to assist in this effort.
 - a) In addition to the jurisdiction required meetings, the Consultant must plan to provide materials for and schedule attendance for at least 3 additional community meetings. Digital materials shall also be provided for the District’s use.
 - b) 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 an additional final community meeting after incorporating stakeholder comments, updating drawings and presentation materials.
- 4) Coordinate with authorities having jurisdiction (AHJ) including but not limited to City of Beaverton, Washington County, Clean Water Services, and Tualatin Valley Fire & Rescue to confirm improvement requirements for onsite and offsite work.
 - o One of the major unknowns for the project will be the storm water requirements. This will require high level coordination with Clean Water Services and the City of Beaverton.
- 5) During this phase, the District is looking for a responsive programmatic site plan including major site elements, such as buildings, parking lots, fields, etc.

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- Consultant shall engage a civil engineer to validate stormwater proposed solutions and validate high level site design decisions.
- 6) During this Phase, the District is looking for building massing and programming complete to a level to be able to define structural system(s), MEP systems and finishes to inform accurate estimating.
 - Consultant shall engage at minimum structural, mechanical, and electrical engineers to validate high level design decisions.
- 7) It is anticipated that this project will involve occupied construction. As a product of this effort, the District desires a draft phasing plan and construction schedule.
- 8) Coordinate and verify requirements with State Historic Preservation Offices (SHPO). Whether or not the building is “Historic”, specific focus will be placed on the Merle Davies addition on the NE corner of the property.
- 9) 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 keep the project costs in mind for all decisions. The selected proposer will have a proven track record of delivering target value designs within the project parameters. This phase shall include one Uniforamt estimate and review session with the District and our cost estimator. Include a single estimate revision.
- 10) At the end of this phase, the District will be the sole owner of the design and all related documentation, drawings (including BIM, digital massing’s 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, 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 2 work that may be exercised at the District’s discretion. A subsequent Bond Measure being approved and issued would be required for the District to have funding available for Phase 2 services.**

- 1) Coordinated and Collaborative Sub-consultants Selection:
 - Existing sub-consultants will be reviewed based on their performance in Phase 1. Sub-consultants that fail to meet project goals as outlined above will be requested to be replaced. Replacement sub-consultants will be selected following the same process as outlined below, along with the new sub-consultants.
 - To complete Phase 2 Work, the consultant will engage in a coordinated and collaborative sub-consultant selection process. In this phase the Consultant will solicit for all sub-consultant in a qualifications-based process including fee proposals. The Consultant and the District will mutually agree upon a solicitation method and awards of sub-consultants.
- 2) Utilize the District’s Educational Specifications and Technical Standards to develop building and site designs through Schematic Design (SD), Design Development (DD) and Construction Documents (CD).

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- 3) 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.
- 4) 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 keep the project costs as a definitive value for all decisions. The selected proposer will have a proven track record of delivering target 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 options. Consultant shall provide engineering cost studies to identify lifecycle costing.
 - Include multiple Uniformat estimates. Assumed estimates as follows, each includes a review session. (2) estimate for SD, (2) estimates for DD, (1) estimate for CD.
 - Each estimate shall include an update of estimates following coordination and reconciliation with the design team, owner and owner's cost consultant.
- 5) 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 AHJ's for water quantity and quality requirements.
 - Consultant shall include in the design playing fields and courts to meet the District's program requirements.
- 6) Consultant shall provide the necessary Structural Engineering, as required by the City of Beaverton and other AHJ's.
- 7) Consultant shall provide the necessary Mechanical, Plumbing and Electrical engineering as required for all mechanical, plumbing, and electrical work, including but not limited to power, lighting, fire alarm, data, paging, intrusion, and access control.
 - 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 the Oregon Department of Energy (ODOE) for Energy Trust incentives and in coordination with the District's selected contractor for 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 State of Oregon statute (ORS 279C.527-528) and HB 2496 requirements.

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- 8) 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 to include but are not limited to: roofing, lighting, power, generator systems, HVAC.
- 9) 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.
- 10) Consultant shall provide collaborative Interior Design services, to include a minimum of two alternatives for interior colors and finishes palette(s).
- 11) The District may elect to utilize the Consultant and/or their Subconsultants for Furniture, Fixture and Equipment (FF&E) design, cost estimating and item selection. If the District elects to utilize the Consultant and/or their Subconsultants shall also provide design and documentation of furniture and furniture systems layouts, and coordination of District furnished items for integration. Designer shall assist in selecting and specifying FF&E.
- 12) 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, facilitate internal coordination, prevent clashes between scopes, and develop an aggregate model so that it is available to be used for estimates throughout the different phases of the project, and finally to produce construction documents. It will be the architect's responsibility to collect and maintain models, archive models, file management, and manage access rights from the conception of the project through construction and close-out. It is the intent that the architect will submit the aggregate 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.
- 13) Although the District will contract separately for commissioning services, design services shall include interactive participation and support with all aspects of the building commissioning process. The Consultant will 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, irrigation, sound systems, intercom, and clock system.
- 14) 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.
- 15) Consultant shall provide a campus site plan with parking, traffic flow, construction materials staging, and logistics as noted on the plan. Consultant to coordinate with District Project Representative, site staff, and General Contractor to confirm locations and sequencing of work.
- 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

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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 throughout the following phases Schematic Design, Design Development, and Construction Documents. 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

- 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 (VE) 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 Consultant, 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 course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Consultants and sub-consultants 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, fees, and miscellaneous project costs paid directly by the Consultant.

6. ADDITIONAL REQUIREMENTS:

- 1) **E-Builder.** See sample Contract attached to this Solicitation for additional requirements.
- 2) **Background Checks.** See sample Contract attached to this Solicitation for additional requirements.
- 3) **BIM.** See sample Contract attached to this Solicitation for additional requirements.

7. BUSINESS EQUITY. The Proposer understands that the District maintains a goal of engaging firms certified through the State of Oregon's COBID as service providers in delivering services necessary to implement our Bond Program goals. The District has a goal of ten (10) percent COBID Certified 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.

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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, as well as legal and accounting services through programmatic involvement with the District's Career Pathways Program and Career Related Learning Experiences

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1. SELECTION PROCEDURE:

In accordance with the District's Estimated Fee of \$3,750,000.00 to \$4,500,000.00 (Phase One and Phase Two combined) the District shall use the formal selection procedure to select a Consultant. The Estimated fee shall only be used to identify the appropriate selection procedure.

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 scored Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest scored 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 should be highest scored Proposer because the Proposal of the highest scored Proposer failed to meet the requirements of the Solicitation or because the highest scored Proposer is 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

SECTION II – STATEMENT OF WORK
Solicitation No: RFP 20-0037

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 publish notice of all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN website until Closing about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- d. **Timelines; Extensions.** The District shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda.

7. ADDITIONAL REQUIREMENTS:

- 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.

8. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- 1) The District shall electronically open all Proposals received by the established deadline for submission. 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

SECTION II – STATEMENT OF WORK
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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 scoring 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.
- 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 20-0037

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:

- 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.
 - iii. The proposal shall be **no more than twenty (20) pages**. The 20-page limit does not include a single cover page, ATTACHMENTS A through E, or the separate Price/Fee Proposal.

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 the submitted 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- (Maximum points available 40)
 - 1) WE Innovate.
 - A. Describe your firm’s understanding of the overall project. Specifically highlight your firm’s understanding of the Project’s required services, unique risks, and opportunities for innovation.
 - B. Describe your firm’s Proposed approach to completing the project. Include a clear description of what makes your firm’s Proposed approach unique and innovative with regard to accomplishing the Work and meeting the Project Goals.
 - 2) WE Expect Excellence.
 - A. Describe your firm’s proposed approach to the project as it relates to the current Project Budget. Include your firm’s proposed plan to design a replacement to Beaverton High School that meets the Project Budget. Also include how your firm will help the District develop budget certainty through each phase of the project, highlighting how any risks will be mitigated.
 - B. Describe your proposed approach to providing Cost Certainty as discussed in the Project Goals.
 - C. Provide high level, project specific solutions to the perceived design and constructability issues listed below. The most desirable solutions will be specific to this project and reference past solutions that will be directly applicable to this project.
 - (i). Examples
 - (i) Occupied construction
 - (ii) Site; stormwater management, easements
 - (iii) Traffic; bus, parent, and pedestrian.
 - (iv) Historical building precedence
 - D.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0037

- 3) WE Collaborate.
- A. Describe how your firm’s proposed approach will best meet the WE Collaborate Project Goal. Please provide specific solutions to challenges inherent to successful collaboration among the various parties involved with this Project. Describe how your proposed solutions have been effective in past projects in which your firm was the lead architect.

- 4) WE Embrace Equity.
- 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 proposed approach to promoting successful participation in the project on the part of COBID Certified Firms and how these efforts will support the District’s goals.

B. EXPERIENCE- (Maximum points available 30)

- 1) Please describe how your firm’s recent experience demonstrates a record of excellence in meeting/exceeding our Project Goals on similar projects.
- 2) Explain how your firm’s experience has made your firm best suited to successfully deliver this project.
- 3) Describe your firm’s experience in K-12 design. Provide 3 recent examples of similar scope, scale and delivery method. Examples must include secondary educational facilities. Include project details and discuss lessons learned.
- 4) Provide your firm’s recent history with the following AHJs:
 - A. City of Beaverton building department permit and deferred submittal performance
 - B. Washington County Land Use and Transportation (LUT)
 - C. Clean Water Services and City of Beaverton’s Site Development Department

B. PERSONNEL- (Maximum points available 15)

- 1) List the Proposer’s key staff to be assigned to the project and describe their 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.

SUB- CONSULTANTS- (Maximum points available 15)

- 3) List the Sub-Consultant firms proposed to accomplish the Phase 1 Work and their key staff to be assigned to the project. Describe their experience in providing similar services on comparable projects. Do not included any sub-consultants that would only be necessary for Phase 2 services.
- 4) Fully Complete ATTACHMENT G Proposed Key Personnel Table to demonstrate the proportion of time that each proposed 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-consultant firms that would be used for Phase 2 services and complete the table 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

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0037

indicate a comprehensive list of key personnel with adequate availability to support the proposed approach/this project.

- 5) Sub-consultant procurement plan / process / approach.
 - A. Describe your experience selecting sub-consultants or building a team for a project of this size. For any experience noted, describe if/how the team building/selection process your firm administered was similar to the coordinated and collaborative sub-consultant selection process discussed above.
 - B. Describe your approach to selecting the remaining sub-consultants for Phase 2 to maximize performance, value, and the owner’s criteria/priorities.

C. REFERENCES- PASS/FAIL

- 1) Provide a minimum of three references (agency name, contact name, phone, email, brief description of the project *see attached reference forms*) and 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 a non-responsive proposal.

D. PRICE PROPOSAL

- 1) In a separate file named “(Proposer name) Fee proposal for BSD RFP 20-0037” 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 criteria set forth in this Solicitation. 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. The committee may also, at its discretion, consult non-scoring subject matter experts and/or technical advisors regarding Proposals and/or Proposal evaluation. After scoring the proposals based on the criteria listed below, the committee will invite the three highest-scoring Proposers who’s Proposals scored at least 85% of the total available points to participate in Interviews.

EVALUATION CRITERIA:

The Evaluation Committee will review and score each Proposal per the Solicitation. The following table indicates how the points are assigned to each Response Item. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items.

Response Item	Maximum Points
Approach	40
Experience	30
Personnel	15
Sub-Consultants	15
Sub-Total	100
References	Pass/Fail

INTERVIEW:

The committee will invite the three highest-scoring Proposers who’s 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

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0037

advance of the Interviews. The process may be used to supplement and clarify the information contained in the 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 (BAFO) 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-exclusive 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, 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

Response Items 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 20-0037

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 20-0037

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: _____

Z

**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 20-0037

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

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

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