



REQUEST FOR PROPOSALS

#21-0030

For the Provision of

**Architectural, Engineering, or
Landscape Architectural Services
Landscape and Sports Facilities
Master Contracts**

**RFP Closing (Due Date & Time):
May 13, 2022 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
April 13, 2022**

REQUEST FOR PROPOSAL

Solicitation No: RFP 21-0030

PURPOSE AND INTRODUCTION:

The purpose of this Solicitation is to establish Master contracts for the provision of Architectural, Engineering, or Landscape Architectural Services for the next six (6) years.

A **MANDATORY** pre-proposal conference will be held on April 19, 2022 at 11:30 AM Pacific Time in Conference rooms 1 and 2 at the District Central Office, 16550 SW Merlo Road, Beaverton, Oregon 97003.

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

SOLICITATION DUE DATE AND TIME (CLOSING):

May 13, 2022 at 2:00 PM Pacific Time

LATE PROPOSALS WILL NOT BE ACCEPTED.

Prospective Proposers must register with Oregon Buys – <https://oregonbuys.gov/> to obtain the solicitation documents.

All questions 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.

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 the process detailed under 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. BACKGROUND:

- A. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. Beaverton School District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- B. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

4. CONTRACT:

- A. The provisions of the sample Consultant Services Master Contract and Project Work Authorization are in addition to the requirements set forth in this solicitation document and are incorporated by reference (see Enclosures).
- B. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and District policy and may not be altered.
 - 1) If a Proposer takes exception to any of these terms it is advised to protest such exception pursuant to Section III. 3. Solicitation Protest and Request for Change.
 - 2) At minimum, the protest must reflect in writing, any exceptions to specific terms and conditions. The District may reduce the score of, or reject, a proposal with significant exceptions to terms and conditions.
- C. If the selected Consultant does not take either one of the two steps in “B” above, the Consultant will be expected to sign a contract including all standard terms and conditions contained in the sample contract.
- D. Personnel substitution – If the consultant must substitute personnel included in the original proposal they shall obtain written District approval of substituted personnel, prior to substitution.

SECTION I – PROJECT INTRODUCTION AND BACKGROUND

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5. AMENDMENTS:

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

6. DISTRICT REPRESENTATIVE:

The District Representative for this project is Chris Hansen, Project Manager.

7. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals. The District reserves the right to deviate from this schedule.

| <u>Project Milestone</u> | <u>Completion Date</u> |
|--|----------------------------|
| Advertise Solicitation | April 13, 2022 |
| Pre-Proposal Conference | April 19, 2022 at 11:00 AM |
| Deadline for Questions | May 5, 2022 at 4:00PM |
| Final Addenda | May 9, 2022 |
| Submit Proposals | May 13, 2022 at 2:00 PM |
| Notice of Selected Pre-Qualified Firms | Week of May 27, 2022 |

8. CONTACT DURING SOLICITATION:

Questions 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

Solicitation No: RFP 21-0030

1. PURPOSE AND INTRODUCTION.

The purpose of this solicitation is to obtain qualified architectural, engineering, or landscape architectural firms to enter into Master Contracts with Beaverton School District (BSD) for the period encompassing the 2022 Capital Improvement Bond providing the Bond is approved by Washington County voters in May 2022. The Master Contracts will be for the prime contract only, however specific Project Work Authorization (PWAs) may require additional consultants including but not limited to architectural, engineering, and any related services. The design team must coordinate with District Staff and any other Consultants that the District may separately procure to assist with the specific Projects.

In this initial Request for Proposals (RFP), proposers are requested to provide their qualifications and current rates and fee structure as outlined below for the Project Group. It is the intent of the District to award up to five (5) prime Master Contracts within the Project Group.

2. SERVICES REQUIRED. Beaverton School District is requesting proposals for complete Architectural, Engineering, or Landscape Architectural firms for Consultant Services for Landscape and Sports Facilities projects.

3. PROJECT DESCRIPTION.

a. Landscape and Athletic Improvements

- i. This group includes projects ranging from walking/running tracks and synthetic turf fields to sports plazas and detached or stand-alone athletic buildings.
- ii. May include playgrounds, and covered play structures.
- iii. This group of projects ranges from approximately \$200K- \$5M.

4. OPERATIONAL ATTRIBUTES:

The district seeks to implement spaces with a focus on the following attributes:

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

5. GENERAL REQUIREMENTS:

The District is seeking the services of Architects, Landscape Architects and/or Engineers, resulting in a roster of qualified prime consultants to perform work as directed by individual Project Work Authorizations (PWA's) on an as needed basis.

- a. The selected Consultants shall provide all labor, materials, equipment, transportation, licenses/certifications, insurances, expertise, technology, and other facilities and services as necessary and/or required to execute all of the Work.
- b. Design Services may include Program Review, Schematic Design, Design Development, Construction Documents for permitting and bidding, bidding assistance, Construction Administration services, close out documentation, and warranty follow up for one year beyond substantial completion. Engineering sub-consultants are not evaluated as part of this solicitation but may include Civil, Structural, Mechanical, Plumbing, and Electrical, as well as others that may be desirable/necessary to meet the requirements of the specific PWA.
- c. The PWA may require the consultant to secure the services of cost consultants, roof/envelope consultants, kitchen consultants or any other design consultants as required to complete the PWA.
- d. Consultants shall coordinate with all applicable 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.

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- e. As required by PWAs, the consultant shall prepare the required documentation and material boards and ensure the requirements of Land Use Conditions are incorporated in the final design of the addition/renovation.
- f. Master Contract holders and sub-consultants engaged for a specific PWA shall be expected to attend community meetings, design review meetings with District stakeholders and various types of project team meetings as required by project. Meetings may be in-person or virtual.
- g. Projects shall implement the following attributes:
 - i. The facilities must be implemented with significant consideration being given to ease of maintenance and effective maintenance cost management.
 - ii. Efficient utility systems using proven technologies.
 - iii. 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.
 - iv. Building as a learning tool, where possible at a reasonable cost.
 - v. Energy features in partnership with Energy Trust of Oregon and the Oregon Department of Energy.
 - vi. All designs shall be in compliance with all applicable Building Code requirements.
 - vii. 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>
 - viii. Beaverton School District Technical Standards located at:
<https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>
 - ix. Beaverton School District Educational Specifications located at: <https://app.e-builder.net/public/publicLanding.aspx?QS=1d00428ad39141b38fadf9915951c8f7>
 - x. It will be expected of selected consultants to provide onboarding for all members of the project team to familiarize them with Beaverton School District standards and procedures.
- h. Miscellaneous
 - i. 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.
 - ii. There shall be a collaborative work effort between the A/E, the District, the Constructor and regulatory oversight agencies leading to an effective implementation of individual project goals.
 - iii. 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 this program. Consultant shall be provided seats (licenses) and training as needed.
 - iv. 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.
 - v. Direct Reimbursable expenses shall be limited to: office printing/reproductions; postage; deliveries; travel, fees, and miscellaneous project costs paid directly by the Consultant.

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6. PROJECT WORK AUTHORIZATION (PWA) PROCEDURES:

- a. **Proposal:** A Proposal including pricing will be requested from at least one of the qualified consultants for each individual project as projects occur. Project proposal content will be based on a specific scope of work.
 - i. The District Representative will provide a project scope of work to the Consultant(s).
 - ii. As determined for the specific project, the District Representative may request information such as, but not limited to; Key personnel to be assigned to project by role, Sub-consultants to be obtained, pricing utilizing the current labor rates in proposer's Master Contract, and statement of project knowledge and understanding.
 - iii. Prior to submission of the proposal the consultant(s) may request a site visit.
 - iv. Consultant(s) shall submit a proposal as requested.
 - v. After the proposal has been submitted, the District representative may request a virtual, in-person, or phone interview to gather additional information about the proposal.
 - vi. The district reserves the right to reject and request a substitution of any proposed sub-consultant.
 - vii. Mark-ups on sub-consultants and other costs shall be controlled by the governing contract for the work.
 - viii. As determined by District Representative at time of proposal receipt, proposal pricing may be executed on a lump sum or hourly, not-to-exceed basis.
- b. **Issuance of the PWA**
 - i. The District reserves the right to select from the qualified consultants the consultant best suited for a specific project irrespective of any proposals provided.
 - ii. Once the District and consultant have negotiated and agreed to a Scope of Work and proposed fee, a PWA will be issued and work may commence.

7. **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 content, 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:

The District intends to procure the Services described herein using the Informal Selection Procedure pursuant to OAR 137-048-0210. Should circumstances require, the District may use this RFP to procure the Services using the Formal Selection Procedure pursuant to OAR 137-048-0220.

2. PRE-PROPOSAL CONFERENCE:

- a. Purpose. The pre-proposal conference is conducted with potential Proposers present 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 will be rejected.
- c. Statements Not Binding. Statements made by the District's representative at the pre-proposal conference do not change the Solicitation Document unless the District confirms such statements with a written Addendum.

3. 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, no later than seven (7) calendar days prior to the date Proposals are due. 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. Failing to timely submit an objection to any of the terms included in this solicitation, or any of the Attachments, and submitting a proposal indicates agreement and acceptance of all such terms and conditions.

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 scoring Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest scoring 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 scoring Proposer because the Proposal of the highest scoring Proposer failed to meet the requirements of the Solicitation, or because the highest scoring 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 scoring Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest scoring Proposers may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the selection notices. A Proposer submitting a protest must establish and support a claim that the protesting Proposer is one of the highest scoring Proposers because the

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Proposals of all higher scoring Proposers failed to meet the requirements of the Solicitation, or because a sufficient number of Proposals of higher scoring 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 scoring Proposers, or a sufficient number of higher scoring 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 or a change in the Notice of Intent to Award, the District shall revise the Solicitation or the Notice of Intent to Award 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-advertise 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 the Oregon Buys website.
- c. **It is the Proposers' responsibility to inquire about Addenda;** Proposers should frequently check the Oregon Buys website 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;

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- e. Failure of the District to insist on strict performance of any one provision of this solicitation or the resulting contract, shall not constitute a waiver of any/all 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:

- a. The District shall electronically open each Proposal received at the stated date and time of Closing. This will complete all requirements for a public bid opening, and the District will post a list of all proposals received by the end of the next business day after the Closing. The District shall not be responsible for a Proposal that is not properly addressed and/or identified, and subsequently not included in the opening of the Proposals.

9. TIES AMONG PROPOSERS:

- a. If the District is selecting a Consultant on the basis of qualifications alone and determines after the scoring 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. 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 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: The District determines that the contract must be executed as quickly as possible, not less than 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 but leaves the formatting complete and 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.**

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- 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 21-0030

1. INTRODUCTION:

This section prescribes the mandatory submission format for Proposals submitted in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Applicant and to aid in clear understanding and evaluation of all Proposals submitted.

2. PROPOSAL FORMAT:

- a. Applicants must submit an electronic copy of its Qualifications.
 - i. Electronic copy shall be in a searchable PDF or MSWord format.
 - ii. Brochures or other promotional presentations beyond those sufficient to present a complete and effective submission of responses related to the evaluation criteria cited below are not desired. Elaborate artwork and expensive visuals are not necessary.
- b. Concise and direct answers are encouraged. There is a page limitation described in 3b (below).
- c. Failure to submit the Proposal in accordance with the provisions of the Solicitation document shall be grounds to declare the submission nonresponsive. Failure to provide any information requested in the Solicitation may result in rejection of the submission.
- d. Must be a full and complete document submitted in MS WORD or editable pdf format. Proposals may only be submitted electronically via email to: contracts@beaverton.k12.or.us.
- e. All proposals are public information and may be disclosed to the public as required under the Oregon Public Records Statutes. If a Proposer wishes to have any part of their proposal not disclosed because the information is "Proprietary" or "Confidential," they must submit a separate copy of their proposal clearly marked as "Redacted Copy". (see Section III Par 11). If copies of Proposals are requested through a Public Records Request, the District will submit the redacted document to the Washington County District Attorney's Office for review. Their decision will be final.

3. PROPOSAL CONTENT REQUIREMENTS:

Consultants must provide a proposal packet including responses to each of the items delineated below (a-d). The Proposer Certification form (see attachments) shall be completed and submitted as the cover of the Proposer's response. This page and the required attachments will not be counted under the proposal page limitation. Each packet may not exceed 10 digital pages. Provide a brief but complete response to each of the following evaluative criteria. Do not assume the District has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

- A. PROCESS (30 points): Please describe your approach and process to guiding the District through the design process. How do you keep the project management team informed of progress, provide design recommendations, and how/when do you seek input? Do not simply define design milestones such as Schematic Design, Design Development and Construction Documents, etc...
- B. EXPERIENCE (40 points): Please provide at least 3 examples of projects that are comparable to the projects described in the project group. The best responses will include K-12 work and projects based on the similar attribute
- C. PERSONNEL (30 points): Please provide an overview of your firm including its size, office location(s), and your approach to teaming and project assignment. Can the District expect to work with the same team on comparable projects over time? Please identify who will be our Account Representative and their qualifications.

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- D. REFERENCES: (Pass/Fail) Please provide at least three professional references. The best references will be from the projects referenced in the Experience section. If your firm has done any work with BSD, they must be provided as a reference for that work.

- E. HOURLY RATES: Please provide hourly rates for all of your firm's staff in a separate packet. This information will not be evaluated or scored, but is required to establish the Master Contract. Annually, if the contract is renewed, these rates may be revisited.

4. SCORING

| Evaluation Criteria: | Points Possible |
|-------------------------------|------------------------|
| Process | 30 |
| Experience | 40 |
| Personnel | 30 |
| References | Pass/Fail |
| Total Possible Points: | 100 |
| Interviews (if needed) | 30 |
| | |

SECTION IV – RESPONSE AND EVALUATION

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1. EVALUATION OF PROPOSALS:

The District will form an evaluation committee, made up of not less than three members, representing the District, to evaluate and measure the merit of each Proposal received on a points-based system as indicated above. Firms that receive a “Pass” grade for Required Forms and criteria, and an average score of 80 points or better in the Evaluation Criteria as delineated in the Proposal Content Requirements will be deemed to have available the appropriate material, equipment, facility, personnel resources and expertise, or can obtain the resources and expertise necessary to meet all contractual responsibilities. Eligible firms based on criteria stated above will be eligible to be awarded a Master Contract with the District. It is the intent of the District to award up to five (5) prime Master Contracts for work within the Project Group. The recommendations of this committee will be based on fair and impartial evaluation.

A. Scoring

1. Eligible

80-100 points: Proposal meets RFP requirements and offers an acceptable level of competency. The firm proposing has available the appropriate material, equipment, facility, personnel resources, and expertise, or has the ability to obtain the resources and expertise necessary to meet all the contractual responsibilities and will be eligible to be awarded a Master Contract.

2. Not Eligible

0-79 points: Proposal is considered to not indicate a sufficient level of competency to perform work under a Master Contract. The Firm does not demonstrate they have available the appropriate material, equipment, facility, personnel resources, and expertise, or does not have the ability to obtain the resources and expertise necessary to meet all contractual responsibilities to the Owner’s satisfaction. This firm will not be eligible to be awarded a Master Contract.

2. INTERVIEWS (IF NEEDED):

The District may choose to interview some or all of the Proposers with a score meeting the minimum average score of 80, and may award up to five (5) Master Contracts following the interviews. Interviewees will be provided with questions and format prior to the interview taking place. If interviews are conducted, the scores from the interviews will be the sole determinant for the award of a contract. Particular details about interviews will be issued to those firms invited. Such interviews/presentations will be at the firm's expense.

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. (Attachment E)

____ RESPONSES TO DETAILED PROPOSAL CONTENT REQUIREMENTS

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 Consultant Services Master Contract |
| ATTACHMENT G | Sample Project Work Authorization (PWA) |
| ATTACHMENT H | Covid Attestation Form (Must be returned with Signed Contract) |

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

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 21-0030

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 21-0030

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 _____ (date) by _____ (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 21-0030

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 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.

Master Consultant Services Terms and Conditions

1. **ASSIGNMENT.** The Consultant may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the District's prior written consent.
2. **AUTHORITY.** The Consultant represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Consultant.
3. **CHANGES.** The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District and Consultant.
4. **COMPLIANCE WITH LAWS.** If the Consultant fails to comply the District shall have the right to terminate this Contract.
 - a. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.
 - b. Consultant expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
 - c. Consultant shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
 - d. Consultant, its sub Consultants, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Contract. Consultant certifies that (i) it is not an employee of the District; (ii) if Consultant is currently performing work for the District or the federal government, Consultant's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
 - e. Consultant must certify compliance with the Oregon tax laws in accordance with ORS 305.385.
5. **CONFIDENTIAL INFORMATION:** Consultant acknowledges that it or its employees, sub-consultants, sub Consultants or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate

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

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

Master Consultant Services Terms and Conditions

6. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Consultant is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.
7. **DELAYS IN DELIVERY.** Neither the District nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.
8. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all District property.
9. **FERPA.**
 - a. Consultant is hereinafter considered to be "other school officials" within the meaning of FERPA. A school official is a person or company with whom the District has contracted to perform a special task and who has a legitimate educational interest in the records they have access to.
 - b. Consultant agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Consultant in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Consultant's responsibilities under this Agreement.
10. **FOREIGN CONSULTANT.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.
11. **GOVERNING LAW/VENUE.** The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.
12. **IDENTIFICATION OF EMPLOYEES.** Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Consultant logo/name) while on District property.
13. **INDEMNITY.**
 - a. Claims for other than professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its sub-consultants, sub Consultants, agents, or employees under this contract.
 - b. Claims for professional liability. Consultant shall indemnify, defend, save, and hold harmless the District and its Board members, administrators, teachers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the Professionally negligent acts, errors or omissions of consultant or its sub-consultants, sub Consultants, agents, or employees in the performance of professional services under this Contract.
- c. **Owner Defense Requirements.** Notwithstanding the obligations under Sections 11 a. and 11 b., neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the District, nor purport to act as legal representative of the District, without the prior written consent of the District General Counsel. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the District; Consultant is not adequately defending the District's interests; an important governmental principle is at issue; or it is in the best interests of the District to do so. The District reserves all rights to pursue any claims it may have against Consultant if the District elects to assume its own defense.
14. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met, the District shall insist on compliance and will provide the Consultant with a 'cure date'. If the Consultant does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all goods delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.
15. **INSURANCE** Before commencing work, Consultant shall procure and maintain:
 - a. **WORKER'S COMPENSATION** as required by law.
 - b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Consultant has employees performing services under the contract.
 - c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate. The District shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Consultant has no vehicle while providing work under the contract.
 - d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Consultants, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the District Risk Manager.
 - e. **PROFESSIONAL LIABILITY.** Consultant shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
 - f. **"TAIL" COVERAGE.** If any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described

Master Consultant Services Terms and Conditions

- or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.
- g. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Purchasing Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Consultant agrees to pay for the insurance specified and agrees to provide the District with a 30 day notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- i. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.
16. **INVOICING AND PAYMENT.** Consultant shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless specifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, 16550 SW Merlo Road, Beaverton, OR 97003. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and/or the quote provided for the individual project (if applicable), the project name/number and the District Contract Manager's name.
17. **MANUFACTURES WARRANTIES.** Manufactures warranties received by the Consultant which are applicable to any material equipment, parts, property and services furnished by the Consultant under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.
18. **PERFORMANCE STANDARD.** All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project. Consultant covenants and warrants that it shall be responsible for performing and completing, and for causing any Sub Consultants to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work. The Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
19. **PERMITS AND RESPONSIBILITIES.** Without additional expense to the District, the Consultant shall be responsible for maintaining any necessary licenses and permits to conduct business.
20. **PRICES.** All pricing is considered fixed and firm for the Contract term. The Consultant warrants that the price of the Goods and Services covered by this Contract are not in excess of the Consultant's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods or Services.
21. **PUBLIC CONTRACTS.** This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:
- 279B.020 Conditions concerning maximum hours of labor on public contracts.
 - 279B.220 Conditions concerning payment, contributions, liens, withholding.
 - 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
 - 279B.230 Condition concerning payment for medical care and providing workers' compensation.
 - 279B.235 Condition concerning hours of labor.
22. **PUBLICITY.** Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of the District.
23. **SECURITY.** Consultant shall comply with all virus protection, access control, back-up, password, and other security and other information technology policies of the District when using, having access to, or creating systems for any of the District's computers, data, systems, personnel, or other information resources.
24. **SECURITY CHECK:** The Consultant agrees that each of its employees, sub Consultants' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any sub Consultant, employee or agent. Notwithstanding the foregoing, Consultant, and not the District, remains solely responsible for performing background checks on, and screening for public safety all sub Consultants and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.
25. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
26. **TAXES.** The District is exempt from Federal, State, and Local taxes.
27. **TERMINATION.**
- Termination For Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Consultant.
 - The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;

Master Consultant Services Terms and Conditions

- ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
 - iv. Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.
- c. **Consultant's Right to Terminate for Cause.** Consultant may terminate this Contract upon 30 days' notice to the District if the District fails to pay Consultant pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Consultant's notice.
- d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Consultant warranty or any defect in or default of Consultant's performance that has not been cured, including any right of the District to indemnification by Consultant. If this Contract is so terminated, Consultant shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. **Remedies.** In the event of termination pursuant to above, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to the District upon demand.
- f. **Consultant's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the District's request, Consultant shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
28. **TRANSPORTATION.** The Consultant is responsible for transportation of its employees to and from the Work site.
29. **WAIVER.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
30. **BUSINESS EQUITY.** The Consultant understands that the District maintains a goal of engaging minority and women owned emerging small businesses (DMWESBDVBE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent DMWESBDVBE content, by contract value, in completing our capital bond work, and the Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District.
The Consultant shall also report to the District updates of the percentage content of MWESB in their contract, once each month, to account for any contract amendments that may occur throughout the course of their service.
31. **INTERGOVERNMENTAL PERMISSIVE COOPERATIVE AGREEMENT.** At the discretion of the Contractor and pursuant to OAR 279A and the Beaverton School District procurement rules, other public agencies shall have the ability to purchase the awarded goods or services from the awarded Contractor(s). Any such purchases/agreements shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the Beaverton School District. Any estimated purchase volumes listed herein do not include other public agencies and the Beaverton School District makes no guarantee as to their participation.
32. **Suspension of Services.** The District may suspend Provider's right/obligation to provide services without prior notice to the Provider, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the services to be not in the best interests of the District. The District will not be obligated to pay for services not provided.
- *District Public Contracting Rules can be found on the following website:
<https://www.beaverton.k12.or.us/departments/purchasing>
33. **Public Health Requirements.** The Provider shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent relevant to the circumstances.
34. In accordance with OAR 333-01901030, all persons engaged to provide goods and/or services at a school or school-based program which takes place at or in school facilities **and who has direct/indirect contact with students**, must be vaccinated against COVID-19 or have a documented medical or religious exception. Unvaccinated persons, regardless of exception status, may not perform work which takes place at or in school facilities if they may have direct/indirect contact with students. Provider attests that all of their employees, visitors or volunteers are in compliance with this rule. Provider agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, visitors or volunteers. Provider further agrees that it will maintain such documentation, including vaccination verification and documentation of medical or religious exceptions, for at least two years. Provider further agrees to furnish proof of compliance with this rule to the District at their request.

Master Consultant Services
Terms and Conditions

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

END

SAMPLE

PWA No: _____

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

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

PROJECT NAME / SCOPE OF WORK: as described in

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

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

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

PERFORMANCE DATES: **PROJECT START DATE:** Upon Full PWA Execution

SUBSTANTIAL COMPLETION DATE: _____ **PROJECT COMPLETION DATE:** _____

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

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

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

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



PURCHASING DEPARTMENT
16550 SW Merlo Road,
Beaverton, OR 97003-5152
Phone: 503-356-4379
contracts@beaverton.k12.or.us
Larry Pelatt – Purchasing Manager



COVID VACCINATION ATTESTATION FOR BEAVERTON SCHOOL DISTRICT (BSD) CONTRACTORS, SUPPLIERS, AND/OR SERVICE PROVIDERS.

BSD PROJECT NAME _____ BSD CONTRACT NUMBER _____

In accordance with OAR 333-019-1030, all persons engaged to provide goods and/or services at a BSD school or school-based program which takes place at or in school facilities, must be fully vaccinated against COVID-19 or have a documented medical or religious exemption. Contractors, subcontractors, and any associated personnel coming to the site are required to be fully vaccinated if they will have direct or indirect contact with students in the course of performing their work. Unvaccinated persons with documented medical or religious exemptions may still be refused access to school sites if the anticipated work would/could put them in direct or indirect contact with students or staff.

Contractor _____ by (Authorized Representative) _____ attests that all of their employees, associates, subcontractors or agents are in compliance with this rule.

Contractor agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, associates, agents, or subcontractors.

Contractor further agrees that it will maintain records of such documentation, including vaccination verification and documentation of medical or religious exemptions, for at least two years from the completion of the project. Contractor further agrees to furnish proof of compliance with this rule to the District at their request and in their sole discretion.

Contractor agrees to indemnify, defend, and hold harmless the District from any violations or civil penalties assessed as a result of Contractor failing to comply with this rule.

Contractor also agrees that Contractor will not pursue, nor will any of their employees, associates, agents, or subcontractors pursue any action against Beaverton School District in the event any of their employees, associates, agents, or subcontractors contracts COVID as a result of the provision of goods or services to Beaverton School District.

Agreed to this _____ Day of _____ 20__

(Contractor) _____ Beaverton School District

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____