



## **REQUEST FOR PROPOSALS**

**#22-0006**

**For the Provision of**

**Beaverton High School  
Commissioning Services**

**RFP Closing (Due Date & Time):  
August 16, 2022 at 2:00 PM Pacific Time**

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

## REQUEST FOR PROPOSAL

Solicitation No: RFP 22-0006

### **PURPOSE AND INTRODUCTION:**

The purpose of this Request for Proposal (RFP) is to obtain competitive offers from qualified firms interested in providing full commissioning services for the Beaverton High School Replacement and Renovation project.

A **MANDATORY** pre-proposal conference will be held on July 28, 2022 at 2:00 PM Pacific Time at Beaverton High School, 13000 SW 2<sup>nd</sup> Street, Beaverton, Oregon 97005.

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

### **SOLICITATION DUE DATE AND TIME (CLOSING):**

**August 16, 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](mailto: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

Solicitation No: RFP 22-0006

### 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 Contract 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.

### 5. AMENDMENTS:

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

SECTION I – PROJECT INTRODUCTION AND BACKGROUND

Solicitation No: RFP 22-0006

**6. DISTRICT REPRESENTATIVE:**

The District Representatives for this project are Jeff Hamman, Sr. Project Manager and Megan Finch, 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	July 13, 2022
Pre-Proposal Conference	July 28, 2022 at 2:00 PM
Deadline for Questions	August 4 at 4:00PM
Final Addenda (if required)	August 10, 2022
Submit Proposals	August 16, 2022 at 2:00 PM
Interviews	Week of August 29, 2022
Notice of Intent to Award	Week of August 31, 2022
Award Contract	On or about September 1, 2022

**8. CONTACT DURING SOLICITATION:**

Questions shall be submitted in writing via email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process 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 22-0006

**1. PURPOSE AND INTRODUCTION.**

The purpose of this Request for Proposal (RFP) is to obtain competitive offers from qualified firms interested in providing full commissioning services for the Beaverton High School Replacement and Renovation project.

**2. PROJECT DESCRIPTION.**

The Beaverton School District is embarking on the re-development of Beaverton High School located at 13000 SW 2nd St, Beaverton, OR 97005. Beaverton High School is located in downtown Beaverton, west of Hall Boulevard and south of Farmington Road. The original building was constructed in 1916 and has been modified significantly over the years. The existing main building will initially remain in place and occupied while a new building is constructed adjacent. The existing building will then be demolished.

The new High School building and associated facilities will support up to 1500 students with a complete academic curriculum. The completed project will replace all buildings and facilities onsite, except for the cafeteria building and concession stand. The new buildings must be in alignment with the District’s educational specifications and technical standards. The building will be approximately 320,000 square feet. BRIC Architecture with Interface Engineers have been selected as the project Architect, and design is currently in the Schematic Design phase.

The new school is intended to be open and operational by August 2026 with site work finishing the following year. The overall project budget is approx. \$253 million. The school district intends to use the Construction Manager /General Contractor (CM/GC) method for construction of this project.

**3. PROJECT SCHEDULE:**

<u>Design Phases/Milestones</u>	<u>Dates</u>
Schematic Design (SD) Completion	December 2022
Design Development (DD) Completion	June 2023
80% Construction Documents (CD) Completion	January 2024
Design Completion	March 2024
Submit Land-Use	July 2022
Building Permit Application Submittal	December 2023

<u>Construction Schedule Milestones</u>	<u>Dates</u>
Construction Start Date	June 2024
New Building Substantially Complete	July 6, 2026
All Construction Substantially Complete	July 30, 2027
Final Completion	December 2027

**4. COMMISSIONING SERVICES:**

- Assistance to project team design team during design development construction document phase for design review, system/materials selection, and sequence of operations review and recommendations.
- Consult with the District and the Design Team to determine design criteria. Such consultation will include evaluation of alternatives from functional, performance, time, and cost perspectives.
- Assist in life cycle value analysis from drawings, specifications, other design criteria, and alternative designs as may be requested by the District.

## SECTION II – STATEMENT OF WORK

Solicitation No: RFP 22-0006

- Participation in the Value Engineering and Target Value Design processes to ensure that optimized form and function are implemented for the budget available.
- Provide commissioning specifications and input on language for Division One of the specifications.
- Provide commissioning plan for the project and coordinate with the District and design team for completion strategy of plan.
- Implement commissioning plan, pre-functional testing, functional testing, corrections, and trending as required by District.
- Coordination and assistance to the District and the design team with documentation for qualification of incentives available through both the Energy Trust of Oregon and SB1149.
- Attend project team meetings and coordination sessions.
- Assist the District is applying for and providing documentation for qualification of incentives available through the Energy Trust of Oregon.
- During design review they should help the district Identify areas of savings both in up-front costs and in energy savings.

### 5. COMMISSIONED SYSTEMS AND EQUIPMENT:

- HVAC Equipment and Components
- HVAC Controls and the Building Automation System (BAS)
- Subsystem Tie-in to the BAS
- Domestic Hot Water
- Lighting Controls
- Photo Voltaic System
- Electrical Metering
- Intrusion, Video Surveillance, and Access Control
- Radio / Antenna System (DAS)
- Gym and Stage AV
- Integrated Instructional AV(voice enforcement in the classrooms)
- Field Lighting

6. **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

Solicitation No: RFP 22-0006

### 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 the date listed in the Project Milestones Section 1(7) above. 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 services requested in the solicitation.
- b. **Effect of Protest Submission Deadline.** The District will not consider any protest that is submitted after the submission deadline.
- c. **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

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 22-0006

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.
- e. The District shall not issue an addendum within 72 hours of the Closing without also extending the Closing date and time.

**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 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.



## SECTION III – INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 22-0006

### 9. TIES AMONG PROPOSERS:

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 as well as a complete unredacted copy 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.**
- 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 22-0006

### 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 Proposer and to aid in clear understanding and evaluation of all Proposals submitted.

### 2. PROPOSAL FORMAT:

- a. Applicants must submit an electronic copy .
  - 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.
  - iii. The proposal shall be no more than 10 digital pages, each equivalent to a standard 8.5" x 11" sheet of typical office paper.
  - iv. The proposal shall include the following attachments which will not count toward the page count as specified above:
    - a. Staff team member resumes
    - b. Project Schedule
    - c. Fee Proposal
- b. Concise and direct answers are encouraged.
- 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. Proposals may only be submitted electronically via email to: [contracts@beaverton.k12.or.us](mailto: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 reply to each of the following items. Provide a concise but complete response to each of the following criteria areas. Information should be focused on project/team/approach specific details not industry standard design practices. Do not assume the District has any prior knowledge of the Proposer. Proposal response must be in the same order as presented below:

#### DETAILED PROPOSAL CONTENT REQUIREMENTS:

- 1) **Firm's Commissioning Experience and Qualifications (35 points):** Provide a listing of recent experience with k-12 education projects for the public sector. Provide at least 3 projects within the last 10 years. The best responses will include K-12 projects with size, scope and constraints similar to the BHS Replacement. Experience with the Beaverton School District on large new construction or major renovation projects is also desirable. Information on these projects should also include the following:
  - Name of the Owner, contact person, and current phone number. At the discretion of the review committee, references may be called.

## SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 22-0006

- The architect, contact person, and current phone number. At the discretion of the review committee, references may be called.
- Location of the project and completion date.
- Provide a brief description of the job, including systems commissioned, team members who delivered the project and at least one lesson learned from the project that could be applied to the replacement of Beaverton High School.

- 2) **Personnel Experience, Qualifications, and Project Commitment (30 points):** Provide a project organization chart showing your proposed staff for this job, including all professional staff. Include resumes, as attachments, not to be included in page count, for all individuals listed in the chart. Indicate the proposed percentage that each person will work on this project during Design, Preconstruction, and Construction phases of the project. The resumes must include each individual's education, work history, length of tenure with the firm, prior experience with similar projects and any experience working with public or private sector jobs. The best responses will include team members that have worked together previously and/or have worked on the projects exemplified in the experience section.

By listing individuals in the proposal, the firm guarantees that these individuals will be available to work on the project at the approximate percentages shown. Beaverton School District reserves the right to approve or reject any changes to the proposed personnel. Beaverton School District further reserves the right to request a substitution of personnel, at any time within the project, if deemed to be in the best interest of the District.

- 3) **Proposed Approach (20 points):** Please describe your approach for bringing value to the design and preconstruction process. Examples of value may include information regarding system choices, design review, life cycle cost review, etc.

Please describe your commissioning approach and process and how plan to effectively work with the District and our contractors to ensure systems are commissioned correctly.

Discuss your specific experience with the systems listed above in the commissioned systems and equipment section. The most successful proposers will have valid experience in the items listed above.

- 4) **Fees and Compensation (20 points):** Provide overall fee for services with detail backup showing hours and rates per phase. The fee proposal should include fees for pre-construction and design broken out separately from construction phase fees.

The fee proposal should outline the number of meetings and site visits and shall cover the length of the project.

Provide a fee schedule for hourly rates, including overhead rates and employee titles. The lowest sum will be awarded full points for this section, each subsequent proposal will be awarded a portion of the points possible based on their ratio to the lowest proposal.

SECTION IV – RESPONSE AND EVALUATION  
Solicitation No: RFP 22-0006

**4. SCORING**

<b>Evaluation Criteria:</b>	<b>Points Possible</b>
Firms Commissioning Experience and Qualifications	35
Personnel Experience, Qualifications, and Project Commitment	30
Proposed Approach	20
Fees and Compensation	15
<b>Total Possible Points:</b>	<b>100</b>
Interviews (if needed)	50
<b>Combined Total:</b>	<b>150</b>

**5. EVALUATION OF PROPOSALS:**

The district will convene a committee composed of district stakeholders, the project management team and design teams to review the submitted proposals and award points to each section of the proposals based on the criteria above. The above table defines the points possible for each section. The firm which achieves the highest score out of 100 possible points if no interviews are conducted, or 150 points if interviews are conducted, will be awarded the Contract.

**6. INTERVIEWS (IF NEEDED):**

The evaluation committee may select, at most, the three highest scoring firms to be interviewed. The interview section will provide for up to an additional 50 points to be added to the Proposer’s written evaluation score. The highest cumulative score will be awarded the contract.

**Attachments:**

**Attachment A:** BHS Due Diligence Report

**Attachment B:** Conceptual Design Drawings

## 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**

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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 Contract
- ATTACHMENT G      Covid Attestation Form (Must be returned with Signed Contract)

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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 22-0006

**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 22-0006

**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:

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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:

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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:

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

Yes: \_\_\_ No: \_\_\_

If “yes”, explain:

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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:

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**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:

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

If “yes”, explain:

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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:

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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):

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

If “yes”, explain:

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SECTION V – ATTACHMENTS  
ATTACHMENT D  
Solicitation No: RFP 22-0006

**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.

**CONSULTANT SERVICES CONTRACT**

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

This Contract is made and entered into by and between:

Consultant/Company Name Address:	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003  Attn: Business Services Purchasing
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**SCOPE OF WORK:** as described in.

**SUPERSEDING EFFECT:**

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This document and all attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): 1) Amendments to This Contract; 2) This Contract; 3) Exhibit A Terms and Conditions; 4) Exhibit B District Solicitation (including issued addenda), Specifications and Drawings (If any); and 5) Exhibit C Consultant Response (If any). Any Consultant Response (proposals) attached to this Contract are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of the Solicitation, this Contract and Exhibit A to this contract and (ii) any statement of Consultant's and its sub-consultants' scope of services that is consistent with the remainder of this Contract, or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to 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 (monthly, quarterly, or annually). Invoice(s) shall be submitted Attn: Accounts Payable to the District address above. All invoice(s) and correspondence shall include the Contract number.

**CONTRACT START DATE:** Upon Contract Execution

**SUBSTANTIAL COMPLETION:**
**FINAL COMPLETION:**
**DISTRICT REPRESENTATIVE:**

The District Representative for this contract is: \_\_\_\_\_, Project Coordinator, at \_\_\_\_\_@beaverton.k12.or.us, (503)356-\_\_\_\_\_.

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

<b>Beaverton School District</b>  _____ District Representative <span style="float: right;">Date</span>  _____ Cost Center Authority <span style="float: right;">Date</span>  _____ Business Services Purchasing <span style="float: right;">Date</span>	<b>Consultant/Company Name</b>  _____ (typed or printed name of officer)  _____ Signature <span style="float: right;">Date</span>  Title: _____  Phone/Fax: _____  Email: _____
<b>Not a valid Contract until all signatories are complete</b>	

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

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

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.

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 Contract.

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. District Defense Requirements. Notwithstanding the obligations under Sections 13 a. and 13 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. District 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. 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 Contract (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.
- f. "TAIL" COVERAGE. If any of the required liability insurance is on "claims made" basis, tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.
- g. CERTIFICATES OF INSURANCE. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Consultant agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this Contract.

- 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 Contract 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:

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

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

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

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

25. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

27. **TERMINATION.**

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

either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;

- iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
  - iv. Consultant commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger 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 Contract 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, 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 Consultant shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

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

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.

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. [Contractor] [Lessor] [Facility User] [Provider] attests that all of their employees, visitors or volunteers are in compliance with this rule. [Contractor] [Lessor] [Facility User] [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.

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

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.

\*District Public Contracting Rules can be found on the following website:

<https://www.beaverton.k12.or.us/departments/purchasing>



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: \_\_\_\_\_