



REQUEST FOR PROPOSALS

**Solicitation No:
2022-10**

For the Provision of

Facility Accessibility Evaluation

**RFP Closing (Due Date & Time):
August 9, 2022 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
July 19, 2022**

SECTION I – INTRODUCTION

Summary
RFP-2022-10

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Facility Accessibility Evaluations.

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

SOLICITATION DUE DATE AND TIME (CLOSING):
August 9th at 2:00 PM Pacific Time

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

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

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

All questions and comments regarding this solicitation must be directed ONLY BY EMAIL to:
contracts@beaverton.k12.or.us

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

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

1. INTRODUCTION:

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

2. DEFINITIONS:

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

SECTION I – INTRODUCTION

Summary RFP-2022-10

3. **SOLICITATION REVIEW:**

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

4. **BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The 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 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. **SCOPE OF WORK:**

Contractor shall provide all services and materials specified in the attached "Section II – Scope of Work", which is incorporated into this agreement by reference.

6. **CONTRACT:**

The successful Proposer, selected by the District, will receive a Master Personal Services Contract. A sample is enclosed herein (see SECTION V – ATTACHMENT H).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Project Work Authorizations (PWAs) will be issued by the District as needed.

7. **AMENDMENTS:**

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

8. **CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer will be issued a Contract effective upon full execution, through July 31, 2027, unless sooner terminated under the provisions of this Contract.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about one (1) months prior to the then current Contract expiration date. Expiration of the Contract term does not excuse Contractor's duty to provide all Services relating to work initiated prior to the expiration date, and the completion of those Services shall be subject to the terms of this Contract.

SECTION I – INTRODUCTION

Summary

RFP-2022-10

9. **CONTRACT ADMINISTRATOR:**

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

10. **DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Kari McGatha, Project Coordinator Supervisor, or designee.

11. **SOLICITATION SCHEDULE:**

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

Solicitation Milestone

Deadline for Questions

Submit Proposals

Completion Date

August 2, 2022

August 9, 2022, 2:00 PM PST

12. **CONTACT DURING SOLICITATION:**

- a. Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation.
- b. No other contact regarding this solicitation during the solicitation process is permitted.
- c. Unauthorized contact regarding this solicitation may subject the offender's Proposal to be rejected.

SECTION II – SCOPE OF WORK
RFP 2022-10

1. PURPOSE AND INTRODUCTION:

The purpose of this Solicitation is to establish a qualified consultant to complete an Americans with Disabilities Act (ADA) physical compliance inspection for Beaverton School District (BSD) facilities. This will consist of a physical accessibility inspection of all BSD facilities and grounds in compliance with State and Federal regulations. The project summary is described below. The selected consultant shall provide all labor, materials, equipment, transportation and other facilities and services as necessary and/or required to execute all work.

2. DESCRIPTION OF SERVICES:

Beaverton School District is requesting proposals from qualified consultants to complete an Americans with Disabilities Act (ADA) physical accessibility inspection at all BSD locations. The project will include an inspection of existing facilities, school buildings, both public spaces and staff only spaces, sporting facilities, access to exterior program areas, and more. The BSD will not be undertaking electronic/website accessibility, programmatic accessibility evaluations or Right of Way as part of this project. The BSD seeks a qualified team with the experience, expertise, and qualifications to complete the facilities accessibility inspection of all barriers.

3. CONTRACTOR RESPONSIBILITIES:

For this project, the Beaverton School District is including 57 buildings for inspection, which include 32 elementary schools, 8 middle schools, 4 high schools, 5 option schools and 8 other facilities. At each of these locations, full interior of buildings will be evaluated, and the exterior will include pathways, routes and walkway surfaces including access to sporting facilities.

The consultant will provide the following:

- a. A full evaluation of all identified facilities for physical accessibility and identify physical barriers.
- b. Barrier details, barrier prioritization, barrier status, barrier pictures, code reference, and applicable information.
- c. Meetings with District Representative to include project initiation, quality check in meetings, and project conclusion.
- d. Recording/documentation of evaluation of barriers and violations shall be recorded within BlueDAG software or uploaded into the software.
- e. Delivery of complete detailed evaluation within schedule and timeline.

The work shall include, but is not limited to:

Evaluation and Documentation of all barriers and elements not in compliance. Compliant elements will not be documented.

- a. Areas to include but not limited to include,
 - i. Inside buildings- all spaces including classrooms, hallways, restrooms, staff areas, etc.
 - ii. Outside buildings -Sporting facilities, paths, gates, etc.
- b. Areas to exclude
 - i. Excluding Right of Way, Programmatic, Electronic accessibility and Websites

Within the BlueDAG Software consultant will be required to complete all the fields in BlueDAG, by direct input or by uploading the information, examples of these fields include:

SECTION II – SCOPE OF WORK
RFP 2022-10

- a. Identify barrier or violation
- b. Barrier finder – identify Group, Type and Subtypes
- c. Document and include all details of violation and measurements of existing elements
 - i. As Built Condition
 - ii. Take pictures, minimum two per element including compliant. One from a distance, one up close showing barrier and/or with measurement.
 - iii. Edit Finding details
 - iv. Item name
 - v. Recommendation(s)
 - vi. Adjust Budget Range if necessary
 - vii. Status
 - viii. Notes

4. MEETINGS

- a. The consultant shall participate in a preliminary project kick-off meeting to include schedule, details, etc, a meeting after first building is completed to review information for complete information, accuracy, details, quality, etc.
- b. The consultant shall participate in meetings and conversations as needed to coordinate work, issues, clarification, etc. throughout the project start to finish.
- c. Completion of project meeting

5. DOCUMENTATION

- a. Recording/documentation of evaluation of barriers and violations shall be recorded within BlueDAG software or uploaded into the software.
- b. Direct use of BlueDAG is preferred. BlueDAG Software offers an immediate recording of each barrier.
- c. Training is available and up to four spaces for user profiles.
 - For direct use in BlueDag, up to four (4) user will have profiles and
 - up to four (4) users will be trained by BlueDag representative(s).
 - Provider will provide any and all additional training for their staff.
 - If additional training is needed, Provider will make arrangements with BlueDag separate from the Contract with Beaverton School District.
- d. For uploading, verify process and required information with BlueDAG staff. Quality and information uploaded to system shall be complete and quality retention.
- e. Contractor will be required to utilize BlueDAG software for compliance inspection. Non-compliant elements can be directly inputted into BlueDAG or compiled shall be provided to DGS in the form of:
 - Site Evaluation Report – Portrait
 - Site Evaluation Report – Landscape
 - Photo Archive – Zip File Type with enclosed JPG photograph files
 - Barrier Findings – CVS File Type will ALL associated metrics and barrier data
 - Barrier Findings – Shapefile File Type will ALL associated metrics and barrier data
- f. All reports shall include metrics and data classifications as dictated by DGS. Contractor shall provide finalized report for BSD facility locations identified.

6. TIMELINE

- a. Access to schools will be limited due to student, program, and construction schedules.
- b. Non-school days, summer days, and time outside of school hours can all be used. The district is closed on holidays. Hours may also vary dependent on school schedule and staff availability.
- c. For non-school days, the typical schedule will fall within the hours of 7:00-3:30 pm, there are approximately 30 non-school days throughout the school year. For school days, early mornings and after school hours until 10:30 pm may be available.

SECTION II – SCOPE OF WORK
RFP 2022-10

- d. Weekend access is also an option at consultant’s expense. Available hours are subject to change based on BSD staffing availability.
- e. Project may start at execution of contract and must be completed by (date to be determined).

7. OPERATIONAL ATTRIBUTES

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

- a. Knowledge of Title II Regulations, ADA Standards for Accessible Design and ADA Codes including, but not limited to, all versions of ADAAG, A117.1 and Oregon Specialty Code Chapter 11.
- b. Set and communicate schedule with District Representative for clear schedule and impact at facility locations.
- c. Use best practices to be consistent when measuring and identifying barriers and non-compliant elements.
- d. Maintain consistency with picture style and quality, naming functions, descriptions, etc.
- e. The schedule and scope of work of this project may be a challenge due to constraints on overall school schedule, construction schedule of other projects and BSD staffing availability for building supervision during visits.
- f. Facility profiles will be pre-loaded in BlueDag by BSD Representative and will not be a part of this solicitation. Facility areas, rooms and areas will be entered for each facility matching floor plans and will be available on paper and electronically. Individual elements that are applicable to each site will not be pre-loaded.

8. ADDITIONAL REQUIREMENTS

- a. Background Checks. All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See Sample Contract attached to this Solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.
- c. Provider and subcontractors shall provide a list of names of employees who have cleared the background check by an approved agency prior to beginning work.
- d. All persons who have cleared a background check shall wear a “Consultant” photo identification badge at all times while onsite at District buildings. A badge template is available from the District Project Representative.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

1. **FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0260
The District may procure Services by competitive sealed Proposals as set forth in ORS 279B.060.
2. **PROPOSALS ARE OFFERS:** Pursuant to OAR 137-047-0310
A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.
 - a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
 - b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
 - c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
 - d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
3. **PROPOSAL PREPARATION:** Pursuant to OAR 137-047-0400
A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:
 - a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
 - b. Provide the District with all required and requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Proposal prior to Closing;
 - d. Identify (on the Proposer Certification form) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification form) Written acknowledgment of receipt of all Addenda.
4. **PROPOSAL SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. Proposals must emailed to contracts@beaverton.k12.or.us. Facsimile and hard copy Proposals will not be accepted.
 - b. To ensure proper identification and handling, Proposals must be appropriately marked with the Proposer's name and the Solicitation number clearly legible in the "RE:" line of the email. .
 - c. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
 - d. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.
5. **COOPERATIVE PROCUREMENT:** Pursuant to OAR 137-046-0430
This Solicitation is a Permissive Cooperative Procurement.
 - a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215.
Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;
 - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.
 - b. Proposers must state (on the Proposer Certification form) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

6. **ADDENDA:** Pursuant to OAR 137-047-0430
- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
 - b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the Oregon Buys website. Addenda may be downloaded from the Oregon Buys website. 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, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
 - c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
 - d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.
7. **QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:**
Proposers may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this Solicitation:
- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation.
 - b. No oral questions will be accepted other than at the pre-Proposal conference (if any).
 - c. Written Questions received by the District prior to deadline will be answered in written addenda.
 - d. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the Procurement process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.
 - e. Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us.
 - f. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon Pacific Time not later than seven (7) calendar days prior to the date Proposals are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or request for change that is submitted after the submission deadline.
 - g. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.
 - h. Protesters must exhaust all administrative remedies before seeking judicial review.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

8. **PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Pursuant to OAR 137-47-0440
A Proposer may modify or withdraw its Proposal in Writing only prior to Closing. Modification or withdrawal must:
- a. Be clearly marked “Proposal Modification” or “Proposal Withdrawal” and marked and delivered as described in PROPOSAL SUBMISSION above;
 - b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.
9. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS:** Pursuant to OAR 137-47-0450
- a. The District will electronically receive proposals.
 - b. The District will not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
 - c. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.
10. **LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:** Pursuant to OAR 137-47-0460
- a. Any Proposal received after Closing is late.
 - b. A Proposer’s request for withdrawal or modification of a Proposal received after Closing is late.
 - c. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below.
 - d. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.
11. **MISTAKES:** Pursuant to OAR 137-47-0470
To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:
- a. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
 - b. The District may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing.
 - c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470(2)(c) and (d).
 - d. The District will reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents accompanying the Proposal.
12. **AWARD:** Pursuant to OAR 137-47-0600
- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation or Contract resulting for a solicitation at no penalty.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

- b. If awarded, the District will award a Personal Services Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

13. NOTICE OF INTENT TO AWARD: Pursuant to OAR 137-047-0610

- a. The District will provide a written Notice of Intent to Award (NOI) to all Proposers a minimum of seven (7) calendar days before the Award of a Contract.
- b. The District's Award will not be final until the later of the following:
 - i. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

14. PROPOSAL REJECTION. Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
 - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

- v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

15. SOLICITATION CANCELLATION: Pursuant to OAR 137-047-0660

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

16. PROPOSAL COSTS:

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

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

- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied.
- b. Proposers must email a written protest to the Purchasing Manager, addressed to contracts@beaverton.k12.or.us
 - i. Email must be clearly marked as a Protest to the Award of a contract arising from: add Title of solicitation and solicitation number
 - ii. Email must be received within seven (7) Days after the issuance of the NOI.
 - iii. The Proposer's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2).
 - iv. Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).

18. ADDITIONAL REQUIREMENTS:

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

19. CONFIDENTIALITY OF PROPOSALS:

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

- a. If a proposer has specific information they deem Confidential or Proprietary, provider must:
 - i. submit a separate clearly marked copy of the proposal with the information clearly delineated and marked as "containing Proprietary or Confidential Information".
 - ii. The information must be redacted in such a manner as to keep the formatting intact but the content should not be legible.
- b. The District will use the non-redacted copy for evaluation purposes but may release the reacted copy pursuant to a Public Records Request.

SECTION III – INSTRUCTIONS TO PROPOSERS
RFP 2022-10

- c. If a Public Records Request claims that the redacted material is not subject to retention, the District will submit the redacted copy and the non-redacted copy to the Washington County District Attorney for review and their opinion will be final.
- d. If a Proposer does not submit a redacted copy in their Proposal submission the District may, at its option, release the non-redacted copy without notice to the Proposer.
- e. If a Proposer marks their entire Proposal as Confidential or Proprietary the District may ignore such marking and release the proposal or declare the Proposal non-responsive and return it to the Proposer.

SECTION IV – RESPONSE AND EVALUATION
RFP 2022-10

1. INTRODUCTION:

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

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Should be sent to in searchable MS Word/pdf format to contracts@beaverton.k12.or.us. Elaborate artwork and visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- b. The Proposal page limit is 25 digital pages, not including the required documents. The District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

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

- a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.
- b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**

i. EXPERIENCE AND QUALIFICATIONS. (20 POINTS)

- A. Provide a list of at least three (3) prior projects within the last five (5) years in which the firm provided relevant services. The list shall include the following:
 - (i) Name of client
 - (ii) Location (City and State)
 - (iii) Name and brief description of project
 - (iv) Start and completion date
 - (v) Contract value
 - (vi) Firm's scope and role in the project.

B. Provide a brief narrative of the Proposer's history and capabilities for the provision of the services requested under this solicitation.

C. Be specific and describe the Facility Accessibility Evaluation services or capabilities that set the proposer's firm above other licensed competitors, for large, multi-location client.

State the number of years Proposer has provided the Facility Accessibility Evaluations.

ii. STAFFING AND KEY PERSONNEL. (20 POINTS)

- A. Provide a company organization chart showing the proposed staffing approach and individual responsibilities for this account, include subconsultants/subcontractors.
- B. Describe the team history of working together to provide similar services.
- C. The Project Team should be identified, and resumes should be included as an appendix to the Proposal (resumes shall not count toward page limitations).
- D. Provide details of the Proposer's standards for staff training.

SECTION IV – RESPONSE AND EVALUATION

RFP 2022-10

iii. **APPROACH AND OPERATIONS. (30 POINTS)**

- A. Describe your firm’s approach to providing ADA Evaluation Services in detail how the services will be provided. Indicate why your model works well.
- B. Address each item in SECTION II – SCOPE OF WORK. Provide an implementation plan for the tasks described in the Scope of work and the requested locations.
- C. Add any recommended revisions or additions to the list of task where you see necessary. Provide any anticipated challenges typical for a school district, and how the firm will approach these challenges; add any innovative approaches to implementing these services.

iv. **PRICE SCHEDULE. (30 POINTS)**

- A. Section V – Attachment G Price Schedule for BSD locations is attached.
- B. Provide a cost for a Facility Assessment Report for each listed facility.
 - (i) Add the estimated completion timeframe.
 - (ii) Provide pricing to complete all the tasks in the Scope of Work.
- C. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

v. **INSURANCE REQUIREMENT. (PASS/FAIL)**

- A. Provide a statement of agreement to the insurance clause in the sample Master Personal Services Contract (see SECTION V – ATTACHMENTS).

vi. **REFERENCES. (PASS/FAIL)**

- A. Provide three (3) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references shall be preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.
- B. Provide the name, telephone number, and email address of the client for each of these three (3) references. These contacts will be used by the District for reference checks.
- C. References are not weighted but used to verify information provided in the proposal.

4. EVALUATION CRITERIA:

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

EVALUATION CRITERIA MATRIX		Maximum Points Possible
I.	Experience and Qualifications	20
ii.	Staffing and Key Personnel	20
iii.	Approach and Operations	30
iv.	Price Schedule	30
v.	Insurance Requirement	Pass/Fail
vi.	References	Pass/Fail
PROPOSAL CONTENT SUB-TOTAL		100

SECTION IV – RESPONSE AND EVALUATION
RFP 2022-10

INTERVIEW – (If Required)		
5.	Interview	20
INTERVIEW SUB-TOTAL		20
COMBINED TOTAL		120

5. INTERVIEWS: (if conducted)

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

6. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- c. **NON-RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- e. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- f. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- g. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
- h. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.

SECTION IV – RESPONSE AND EVALUATION

RFP 2022-10

7. EVALUATION COMMITTEE:

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

PROPOSAL SUBMISSION CHECKLIST

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

____ **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

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

- ____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- ____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- ____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- ____ PROPOSER REFERENCE FORMS – (Attachment F)
- ____ PRICE SCHEDULE – Both Pages. (Attachment G)

____ **DETAILED PROPOSAL CONTENT REQUIREMENTS**

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

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

ATTACHMENT H Sample Contract

SECTION V
ATTACHMENT A
RFP 2022-10

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this solicitation.
3. The Proposer further warrants that if this proposal is accepted, the Provider agrees to all terms and conditions found in the sample contract.
4. The Proposer agrees to provide insurance as required in the sample contract terms and conditions.
5. The Proposer will provide all necessary personnel, materials, financial ability, equipment, and facilities to complete and execute all work as specified and intended.
6. The Proposer agrees to execute the formal Contract after notice of Intent to award and BSD Board approval.
7. 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.
8. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
9. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency_____.
10. 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.
11. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
12. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

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

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Title: _____

Email Address: _____

SECTION V
ATTACHMENT B
RFP 2022-10

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

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

Part A. Proposer is a Corporation:

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

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

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

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

(Please check all that apply):

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

Proposer Signature: _____ Date: _____

SECTION V
ATTACHMENT C
RFP 2022-10

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

(1) The correct taxpayer identification numbers are:

A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____

(2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;

(3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.

(4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.

(5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.

(6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

(7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

SECTION V
ATTACHMENT D
RFP 2022-10

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

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

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

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

SECTION V – ATTACHMENTS
ATTACHMENT E
RFP 2022-10

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

DECLARATION AND SIGNATURES

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

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

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

Instructions

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

SECTION V
ATTACHMENT E
RFP 2022-10

RELIABILITY

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

If "yes", explain.

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

If "yes," explain.

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

If "yes," explain.

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

If "yes," explain.

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

If "yes," explain.

SECTION V
ATTACHMENT E
RFP 2022-10

FINANCIAL RESOURCES

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

If "yes," explain.

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

If "yes," explain.

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

If "yes," explain. (Include court, case number and party names.) _____

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

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

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

If "yes," explain.

SECTION V
ATTACHMENT E
RFP 2022-10

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	

SECTION V
ATTACHMENT F
RFP 2022-10

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide three (3) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

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

SECTION V
ATTACHMENT G
LOCATIONS FOR PRICE SCHEDULE

Beaverton School District facilities include, but are not limited to the following locations:

ELEMENTARY	ADDRESS	ACRES	MAIN BUILDING
Aloha Huber Park	5000 SW 173rd Ave Beaverton 97078	9.95	106,046
Barnes	13730 SW Walker Rd Beaverton 97005	8.2	75,900
Beaver Acres	2125 SW 170th Ave Beaverton 97003	13.6	79,507
Bethany	3305 NW 174th Ave Beaverton 97229	10.69	49,913
Bonny Slope	11775 NW McDaniel Rd Portland 97229	8.5	80,405
Cedar Mill	10265 NW Cornell Rd Portland 97229	5.62	41,055
Chehalem	15555 SW Davis Rd Beaverton 97007	10	54,316
Cooper Mountain	7670 SW 170th Ave Beaverton 97007	8.07	54,821
Elmonica	16950 SW Lisa St Beaverton 97006	8.76	51,063
Errol Hassell	18100 SW Bany Rd Beaverton 97007	9.2	60,345
Findley	4155 NW Saltzman Rd Portland 97229	9.96	72,052
Fir Grove	6300 SW Wilson Ave Beaverton 97008	12	60,666
Greenway	9150 SW Downing Dr Beaverton 97008	9.45	54,991
Hazeldale	20080 SW Farmington Rd Beaverton 97007	7.2	51,300
Hiteon	13800 SW Brockman Rd Beaverton 97008	12.22	78,972
Jacob Wismer	5477 NW Skycrest Pkwy Portland 97229	8.39	72,863
Kinnaman	4205 SW 193rd Ave Beaverton 97078	7.86	80,837
McKay	7485 SW Scholls Ferry Rd Beaverton 97008	5.44	48,736

McKinley	1500 NW 185th Ave Beaverton 97006	10.02	61,265
Montclair	7250 SW Vermont St Portland 97223	7.2	38,526
Nancy Ryles	10250 SW Cormorant Dr Beaverton 97007	7	71,119
Oak Hills	2625 NW 153rd Ave Beaverton 97006	9.02	49,891
Raleigh Park	3670 SW 78th Ave Portland 97225	15.5	45,166
Ridgewood	10100 SW Inglewood St Portland 97225	7	54,059
Rock Creek	4125 NW 185th Ave Portland 97229	17.37	51,505
Sato	7775 NW Kaiser Rd Portland 97229	9.87	84,200
Scholls Heights	16400 SW Loon Dr Beaverton 97007	8.7	68,941
Sexton Mountain	15645 SW Sexton Mtn Dr Beaverton 97007	10.83	67,318
Springville K-8	6655 NW Joss Ave Portland 97229	10.02	87,206
Terra Linda	1998 NW 143rd Ave Portland 97229	10.44	51,636
Vose	11350 SW Denney Rd Beaverton 97008	8.81	52,602
West TV	8800 SW Leahy Rd Portland 97225	7.05	43,447
William Walker	2350 SW Cedar Hills Blvd. Beaverton 97005	9.2	51,092
ES Subtotals		313.14	2,051,761
MIDDLE		ACRES	MAIN BUILDING
Cedar Park	11100 SW Park Way Portland 97225	16.8	117,054
Conestoga	12250 SW Conestoga Dr Beaverton 97008	25.014	128,179
Five Oaks	1600 NW 173rd Ave Beaverton 97006	32.23	143,039
Highland Park	7000 SW Wilson Ave Beaverton 97008	19	116,892
Meadow Park	14100 SW Downing St Beaverton 97006	19.39	116,682

Mountain View	17500 SW Farmington Rd Beaverton 97007	23.18	133,942
Stoller	14141 NW Laidlaw Rd Portland 97229	16.89	143,788
Tumwater	650 NW 118th Ave Portland, OR 97229		166,000,
Whitford	7935 SW Scholls Ferry Rd Beaverton 97008	23.41	116,962
MS Subtotals		175.914	1,016,538
HIGH		ACRES	MAIN BUILDING
Aloha	18550 SW Kinnaman Rd Beaverton 97078	31.21	260,677
Mountainside High School	12500 SW 175th Avenue, Beaverton, OR 97007	46.15 (5 acres wetland)	342,000
Southridge	9625 SW 125th Ave Beaverton 97008	32.39	256,070
Sunset	13840 NW Cornell Rd Portland 97229	38.06	253,727
Westview	4200 NW 185th Ave Portland 97229	44.65	281,183
HS Subtotals		192.46	1,393,657
OPTIONS		ACRES	MAIN BUILDING
Arts and Communication Magnet Academy (ACMA)	650 NW 118th Ave Portland 97229	8.94	103,176
Capital Center (other)	10739 NE Walker Rd Hillsboro 97006	18.55	72,875
Beaverton Academy of Science & Engineering	10740 NE Walker Rd Hillsboro 97006		105,883
Cafeteria (Bldg 96)	10741 NE Walker Rd Hillsboro 97006		10,483
ISB	17770 SW Blanton St Beaverton 97078	13.59	75,585
Merlo Station	1841 SW Merlo Dr Beaverton 97003	4.2	51,125
Terra Nova	10351 NW Thompson Rd. Portland 97229	3.83	11,800
Options Subtotals		49.11	430,927

SUPPORT		ACRES	MAIN BUILDING
Aloha Branch Admin - SPED	17880 SW Blanton St Beaverton 97078	2.86	6,179
Administration Center	16550 SW Merlo Road	3.27	35,995
Administration (Summit building)	1260 Waterhouse Ave, Beaverton, OR 97006		71,443
Maintenance	2180 SW 170th Ave Beaverton 97003	6.54	34,428
5th Street - North	10615 SW 5th St Beaverton 97005	3.43	5,139
5th Street - South	10550 SW 5th St Beaverton 97008	2.94	25,800
Transportation - Allen	10420 SW Allen Blvd Beaverton 97005	4.3	9,779
Transp & Support - TSC	1270 NW 167th Place Beaverton 97006	13.84	53,390
Support Subtotals		37.18	242,153

This Contract is made and entered into by and between:

CONTRACT NO.

Consultant Name Address:	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attn: Business Services Purchasing
-----------------------------	---

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 Scope of work, 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.
- (iii) No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability.
- (iv) 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.
- (v) 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 Consultant shall furnish all services and materials necessary for the accomplishment of the Work performed in a satisfactory manner a total not to exceed \$XXXX.XX. The Contract number above shall be included on all invoices and correspondence relating to this contract.

CONTRACT START DATE: Upon Contract Execution

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:

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

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

Requisition # _____

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. **ANNUAL RATE OF ADJUSTMENT.** All pricing is considered fixed and firm for the first Contract year. Provider may request a rate adjustment no more frequently than annually for the ensuing one-year period beginning on an anniversary of the effective date (“Contract Year”) to reflect actual increases in Provider’s cost to perform the Services. Requests must be in writing and include backup documentation establishing the actual increases in cost.

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>