

Springfield Public Schools

Request for Proposals
Audit Services

Proposals due by **2:00 p.m.**
Tuesday, February 21st, 2023

Issuing Office
Springfield Public Schools
Purchasing Services Department
Attn: Melissa Stalder
640 A Street
Springfield OR, 97477
(541) 726-3348

Springfield Public Schools
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE AUDIT SERVICES

Notice is hereby given that proposals for “Audit Services” will be received on Tuesday, February 21, 2023 until the deadline for proposal submission, 2:00 p.m. by Melissa Stalder, Purchasing Manager for Springfield Public Schools. The Proposals will be opened publicly following the deadline for submission of proposals. Late Proposals will not be considered.

Briefly, this contract will provide “Audit Services” to include performance of the annual audit of the financial statements of the District. The contract will be renewable on an annual basis. However, the total contract shall in no case exceed five (5) years.

Proposals will be accepted at:

Springfield Public Schools
Purchasing Services
640 A Street
Springfield, OR 97477
E-Mail: melissa.stalder@springfield.k12.or.us

And until, and no later than:

PROPOSAL CLOSING:
2:00 PM
Tuesday
February 21, 2023

Proposals must be provided in a sealed envelope or emailed and clearly marked “AUDIT SERVICES PROPOSAL”, and are to be delivered to the Purchasing Services office at the address listed above. Emailed proposals will be accepted. Subject line of Email “2022-23 AUDIT SERVICES PROPOSAL”.

All proposers are required to comply with the provisions of Oregon revised Statutes. Attention is directed to: ORS 244, Government Ethics; ORS 279 Divisions A through C, Public Contracts & Purchasing; and Oregon Administrative Rules 137 Divisions 46 through 49.

Each Proposal shall contain a statement indicating whether the Bidder is a “resident bidder”, as defined in ORS 279A.010 and ORS 279A.120.

Springfield School District reserves the right to (1) reject any or all Proposals not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Dated this 25th day of January 2023.

By: Melissa Stalder
Purchasing Manager
Springfield Public Schools

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Daily Journal of Commerce
Springfield Public Schools Website

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For more information or for clarification of any part of this RFP, including Technical Specifications, the District point of contact is Melissa Stalder, Springfield Public Schools, 640 A Street, Springfield, OR 97477. Questions must be in writing and must be submitted NO LATER THAN CLOSE OF BUSINESS on February 11, 2023.

PART 1
STATEMENT OF WORK

1. PURPOSE OF RFP

The Springfield School District is issuing a Request for Proposals (RFP), and invites qualified independent certified public accounting firms to submit proposals to perform the annual audit of the financial statements of the District for the year ending June 30, 2023 with the option of auditing its financial statements up to five subsequent years. Our objective is to select the firm best qualified to provide:

- A. Examination of the financial statements of the District in accordance with:
 - 1) Auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States
 - 2) Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)
 - 3) Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of Minimum Standards for Audits of Oregon Municipal Corporations
- B. Apply limited procedures to required supplementary information, including management's discussion and analysis
- C. Report on supplementary information other than RSI that accompanies the District's financial statements.
- D. Assistance to District staff on various accounting and reporting issues and questions including implantation of new accounting standards
- E. Written recommendations to management

2. AGENCY BACKGROUND

Springfield Public Schools is in the Eugene/Springfield metropolitan area, and covers approximately 185 square miles within Lane County. The City of Springfield is located at the southern end of the Willamette Valley, midway between the Cascade Mountain Range and the Pacific Ocean. With the exception of a small northwestern corner, the City lies entirely within the District boundaries.

The District is an independent entity, with a Board of Directors composed of five elected members. For the year ending June 30, 2023 the District budgeted 674.35 full time equivalent (FTE) teachers, counselors and librarians and 610.01 FTE classified staff members (educational assistants, cooks, bus drivers, secretaries, clerks, custodians and various maintenance and technical workers). As of June 30, 2023 administrative staff consists of a Superintendent, an Assistant Superintendent of Instruction, a Chief Operations Officer, eight Department Directors, 35.50 FTE principals and vice-principals, and 28.00 FTE supervisors and exempt employees.

During the 2021-22 school year, the District served 9,619 K–12 students in twelve (12) elementary schools, four (4) middle schools, two (2) comprehensive high schools and two (2) alternative high schools as well as students participating in other alternative education programs. A Charter school (Willamette Leadership Academy) served an additional 207 middle and high school students. The District operates a transportation/maintenance center and an administration building at locations other than school sites. The District also owns Brattain House in the City of Springfield's Historic Washburne District. The Springfield Education Foundation provides financial support to the District but is not considered a component unit of the District.

The CPA firm of Pauly, Rogers and Co., P.C. has been the Springfield Public Schools' auditor for the past sixteen years (fiscal years 2006-2022) and has issued unqualified opinions on the Springfield Public School's financial statements.

3. SCOPE OF AUDIT AND REPORTS REQUIRED

A. Annual Comprehensive Financial Report (ACFR) for the District

The ACFR is prepared to conform fully with generally accepted accounting principles (GAAP) and to be in full compliance with the pronouncements of the Governmental Accounting Standards Board (GASB) and/or the Financial Accounting Standards Board (FASB), and disclosures required by State regulations as appropriate.

Springfield Public Schools staff, in addition to providing information for the audit, prepares the ACFR. An independent auditor's report on the examination of the general-purpose financial statements is required.

The audit firm shall have conducted an examination of and have issued its opinion on the financial statements, including auditor's comments and disclosures required by the Minimum Standards for Audits of Oregon Municipal Corporations, no later than November 30 of each year.

B. Report on the Single Audit

The District is subject to the additional audit requirements imposed by the Uniform Single Audit Act of 1984 and the OMB Compliance Supplement.

C. Management Letter

The engagement should include recommendations to management, prepared by the audit firm in letter form, which include any findings, observations, opinions, comments or recommendations relating to internal control, accounting systems, data processing, compliance with laws, rules and regulations, or any other matters that come to the attention of the audit firm during the course of the examination and, in the opinion of the audit firm, warrant the attention of management. Such recommendations shall not be construed as special or additional studies, but shall be limited to those usually associated with the study of internal control systems and procedures as a part of an examination of financial statements. The management letter and management's written responses shall be discussed with District officials prior to publication. A discussion draft will be submitted to the Chief Operations Officer each year by December 1st.

D. Letters to Schools

As part of its annual audit, the audit firm is expected to examine a sample of records from student body funds. Springfield High School and Thurston High School will be examined on an annual basis along with at least 3 other schools. Any recommendations resulting from audits of school records should be reported in separate letters to the school and the Chief Operations Officer.

E. Modifications to Original Audit Scope and Contract Amount

In the event that circumstances disclosed by the audit indicate that a more extensive and detailed examination is required in addition to those, which would be sufficient under normal circumstances, the audit firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the additional services to the District. Any fees relating to such extensions of examination procedures are to be considered as additional fees subject to negotiation and are not included within the scope of services to be performed under the original contract signed as a result of this RFP.

4. OTHER SERVICES

A. GFOA Certificate of Achievement

The audit firm is expected to assist the District in obtaining the Certificate of Achievement for Excellence in Financial Reporting award for their ACFR from the Government Finance Officers Association. This certificate program affirms that the District's financial report not only complies with generally accepted accounting principles and applicable legal requirements, but it is also easy to read, efficiently organized and conforms to program standards.

B. Other Technical Assistance

As a part of the overall audit contract and included in the fee for the District audit, the District expects to receive from the audit firm a variety of technical assistance throughout the fiscal year. This assistance would include, but is not limited to, answers to accounting, reporting, Internal Revenue Service or internal control questions including the comments in the Management Letter.

C. Additional Services

Proposals shall contain provisions for dealing with extraordinary circumstances discovered during the audit that may require an expansion of audit work beyond that which was originally planned.

In addition, the audit firm may be requested to perform special projects for the District during the year. Because of variations in the demand for additional services from year to year, such work will be contracted for, provided, and billed separately to the District on an hourly or otherwise agreed upon basis. Proposals should be submitted to the School District describing the service to be rendered by the audit firm and the fees charged.

5. AUDIT CONTRACTS

A. Contract Period

A contract will be required for the District, including the Single Audit. The contract shall be renewable on an annual basis but will not exceed five fiscal years. The contract will include a sixty (60) day cancellation provision and an available appropriation clause. The District reserves the right to request proposals for audit services in future years.

B. Subsequent Year Fees

If the contract is renewed for subsequent fiscal years, the fee for each subsequent fiscal year will be equal to the previous year's fee. Any proposed increases shall be limited to the percentage increase in the Portland, Oregon Consumer Price Index (CPI), according to the U.S. Department of Labor, Bureau of Labor Statistics, as determined using the second half of each calendar year as the comparison point.

The audit firm shall not release news or make any statements to the public, press, or other media relating to matters pertinent to the financial statements of the District, the management letter, or the audit contract, without prior approval from the Chief Operations Officer.

6. MANDATORY AUDIT REQUIREMENTS

A. Audit Standards

Each examination shall be made in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Governmental Auditing Standards issued by the Comptroller General of the United States; the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State in cooperation with the Oregon State Board of Accountancy; generally accepted governmental auditing standards (GAGAS), Government Auditing Standards (the Yellow Book), issued by the Comptroller General, U.S. General Accounting Office; the Uniform Single Audit Act of 1984 and amendments; Title 2 CFR Part 200, Subpart F Audit Requirements for Federal Awards and the 2022 Compliance

Supplement; and with consideration given to comments received from the GFOA review programs, as appropriate.

B. Reports as Public Records

Reports covering examinations of financial statements, compliance with grant programs, and management letters will be a matter of public record. Copies of all management letters, together with the District's response to such letters, may be forwarded to municipal bond rating agencies and other interested parties upon request. The audited financial statements may appear in all official statements or other documents covering the sale of District securities.

C. Reporting Deadlines

The District's audited financial statements are required by law to be submitted to the Secretary of State no later than December 31 after the June 30 fiscal year end. The financial statements of the District are published annually in the Annual Comprehensive Financial Report (ACFR).

D. Work paper Retention and Availability

Materials and sets of working papers developed during the engagement will be maintained for a minimum of three years from the date of the audit reports and will be made available for examinations by authorized representatives of the cognizant Federal audit agency, the Oregon Department of Education, Oregon Secretary of State, the U.S. General Accounting Office and the District.

7. PROPOSER QUESTIONS AND REQUESTS

A. RFP Clarification

Any audit firm requiring further clarification of the proposal procedures contained herein should submit specific questions **in writing** to:

Melissa Stalder
640 A Street
Springfield, OR 97477
melissa.stalder@springfield.k12.or.us
Fax No. 541-726-3314.

Questions must be received prior to close of business on **February 18, 2023** to be considered. A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all firms in receipt of this RFP.

B. Accounting Systems

Springfield Public Schools maintains a total of thirteen (13) reporting funds, of which ten (10) are governmental types, two (2) are proprietary types and one (1) is a fiduciary fund. The District reports four (4) major funds. For reporting purposes, the modified accrual basis of accounting is used for governmental types. The District is using School ERP Pro (Infinite Visions) accounting system from Tyler Technologies. The District has been using this system since January of 2009.

C. Prior-Year Financial Statements

Previous years' published financial statements (ACFR) and budgets are available for inspection on the District Website under the Financial Reports section of the Budget Overview page of the found at the following link:

<https://www.springfield.k12.or.us/Page/3299>

D. Cognizant Federal Agency Contact

The cognizant Federal agency contact and telephone number for the District is:

**Oregon Department of Education (ODE)
255 Capitol Street NE
Salem, OR 97310-0203
Telephone: 503-947-5600**

E. Mandatory Requirements

To be considered as a responsible proposer, audit firm must meet the following three requirements:

- 1) The audit firm employs accountants properly licensed by the Oregon State Board of Accountancy as Certified Public Accountants and as Municipal Auditors.
- 2) The audit firm must meet the independence standards of the GAO Government Auditing Standards, 2018 revision.
- 3) The audit firm must not have a record of substandard work; the District will verify this requirement by communication with the Oregon State Board of Accountancy.

**PART 2
PROPOSAL SUBMITTAL PROCEDURES**

1. PROPOSAL PROCESS

Proposed Timetable

Event	Deadline/Date
Issue request for proposals	January 25, 2023
Proposer's written questions and requests received by	February 11, 2023
Release of final addendum to RFP, if required	February 13, 2023
Proposal must be received by	February 21, 2023, 2:00 PM PST
Notification of finalists	February 24, 2023
Interviews of finalists (Optional)	March 1, 2023
Notice of Intent to award	March 3, 2023
Presentation of Board Resolution	March 13, 2023
Contracts signed by	March 20, 2023

Proposed timetable is subject to revision.

General

- The term "vendor" or "proposer" shall refer to the firm or individual submitting a proposal.
- All proposals must be submitted utilizing the pages provided herein for that purpose.
- Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- Proposals shall have arrived (by mail or hand delivery) within the time specified herein. FAX (facsimile) proposals are unacceptable.
- By submitting a proposal, the proposer certifies that the proposal has been arrived at independently and has been submitted without collusion designed to limit competition.
- The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. The firm representative signing the document shall initial alterations or erasures in ink.
- The District is not liable for any cost incurred by a proposer prior to issue of a contract.

Proposal Submittal

One (1) original and five (5) copies of the proposal and all amendments must be signed and submitted prior to the proposal submission deadline, 2:00 PM PST, February 21, 2023 to Melissa Stalder, Purchasing Manager, 640 A Street, Springfield, OR 97477. Proposals must be submitted in a sealed opaque envelope or container or emailed and designated as "**Audit Services Proposal**". The name and address of the proposer must appear on the outside of the envelope or container. Proposals may also be submitted via Email to melissa.stalder@springfield.k12.or.us listing "AUDIT SERVICES PROPOSAL" in the statement line.

Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of mailed proposals or of miss-delivery regardless of fault. All proposals received after the date and time indicated above will be returned unopened.

Proposal Format

Proposals should be prepared briefly and simply. They should contain a clear and concise description of what is being proposed and be fully responsive to all specific questions and concerns indicated in this RFP. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the format requested in PART 2: Proposal Submittal Procedures below.

Multiple Proposals

No more than one proposal may be submitted by each proposing firm.

Inquiries

Questions or comments regarding this Request for Proposals or related technical issues should be directed in writing to "Purchasing Department: RFP Inquiry", at the address or FAX number below.

Opportunity To Comment

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited, may submit a signed written statement to Purchasing, 640 A Street, Springfield, OR 97477, Fax 541-726-3314. Comments must be received by 5:00 p.m. on February 11, 2023.

The protest of these specifications may be done in accordance with ORS 279B.405. The potential proposer has until 5:00 p.m. on February 11, 2023 to submit its protest to the Purchasing Manager, 640 A Street, Springfield, OR 97477. No protest against award because of the content of specifications or contract terms shall be considered after this deadline.

Addenda

Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date. To ensure adequate receipt of addenda, verify that the District has the name, phone number, e-mail address and FAX number of a contact person for the firm.

Restrictions on District Contact

From the issue date of this RFP until a firm is selected, all contact with District employees concerning the RFP other than the single point of contact identified in PART 1 Item 7.A must be cleared through the following District contact:

Joan Bolls, Director of Finance – Ph# 541-726-3206

Right to Reject Proposals

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any and all proposals.

Cost of Preparing a Proposal

The RFP does not commit the District to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

2. PROPOSAL CONTENT AND FORMAT

To simplify and expedite the review process, the District requests that candidates prepare proposals in the standard format specified below:

Title Page

Proposer should identify the RFP subject, name of the firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the proposal is effective (non-rescindable).

Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

Transmittal Letter

The transmittal letter should be not more than two pages long and should include as a minimum the following:

- A. Brief statement of the proposer's understanding of the objective of the services to be performed;
- B. A positive commitment to perform the services within the time period specified;
- C. The names of persons authorized to represent the proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

Submittals Required

Each submittal shall contain the following:

- A. Responses to all of the questions in Part 2 of this RFP.
- B. Fees Proposed (Page 13) and signed Additional Representations (pages 14 & 15)
- C. Certification of Non-Discrimination and Residence – Part 5 (Page 21)
- D. Signed and dated proposal response sheet – Part 6. (Page 22)
- E. Certification of receipt of Addenda (if any) – Part 6. (Page 22)

General Information

Each proposal response must contain responses to the following questions appearing in this section:

- A. Name (firm or individual) of Proposer
- B. Address
- C. Federal Employer Identification Number
- D. How long have you been in business?
- E. Are you a local, regional, national, or international operation?
- F. What is the location of the office from which the work is to be done (hereafter referred to as the "local office")?
- G. List the number of professional audit staff by staff level employed in the local office and indicate the number of staff on the Oregon Municipal Auditor Roster.
- H. In the preceding five years, how many local Governments has the firm audited? How many of these were a School District? (Please list the local governmental agencies the firm has audited within Oregon.)

- I. Has the firm been the object of any disciplinary action or pending action during the past three (3) years with state regulatory bodies or professional organizations? (If yes, please provide information on the circumstances and status.)
- J. Please provide a copy of the most recent Peer review, with a statement whether that quality control review included a review of specific government engagements. In addition, please provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years.
- K. Please provide any other information you feel would help in the evaluation of your firm for this engagement.
- L. Summary of Audit Firm's Qualifications
For the firm's office that will be assigned responsibility for the engagements, provide the following information:
- a) Describe the firm's experience and qualifications relative to similar engagements contained within this RFP. Specifically, detail the firm's experience performing audits for K-12 school districts. The experience profiles should be within the last three years. Indicate the client name, scope of work, engagement start and end date, number and type of personnel, approximate hours of staff hours expended, and the name and telephone number of the principal client contact.
 - b) Describe the range of activities performed by the office staffing the engagement, such as auditing, accounting, tax service, or management services. Include resources in addition to the local office available to assist with technical inquiries.
 - c) Describe staff experience in assisting audit clients in obtaining and/or retaining the GFOA Certificate of Achievement, and familiarity with and understanding of Oregon local budget law.
 - d) Brief statement on the firm's policy on staff rotation once assigned to audit the District. Indicate how the quality of staff over the term of the agreement will be assured.
 - e) Describe your firm's experience in conducting single audits as prescribed by 2 CFR Part 200.
 - f) Describe your firm's capability to audit automated financial systems, including the number and staff level of personnel with prior electronic data processing (EDP) audit experience who will work on the audit.
 - g) Identify and provide the name of the partner who will be in charge of the engagements and any other partners who will be assigned review or quality control functions. Provide resumes including information on those partners' experience auditing government clients, relevant continuing education within the past three years, membership in professional societies, and note their Oregon Municipal Auditor roster number.
 - h) Identify and provide names of the principal supervisory and management staff, including managers and other supervisors and specialists who would be assigned to the engagements, including staff from other than the local office. Provide an organizational chart. Provide resumes describing government auditing experience, relevant continuing

education within the past three years, membership in professional societies, and note the Oregon Municipal Auditor roster number to the applicable personnel. Clearly identify any person involved in the engagements included in the proposer’s experience profiles and references.

- i) For the proposed staff team members assigned to the engagements, describe how appropriate levels of continuing professional education (CPE) requirements and/or other applicable training have been met.
- j) If the proposer is a joint venture or consortium, the qualifications and similar information of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

M. Specific Audit Approach

Submit a work plan to accomplish the scope of work defined in Part I: Statement of Work of this RFP. The work plan should include time estimates (in hours) for each significant segment of the audit and the staff level to be assigned. The ACFR and Single Audit work plan should include an explanation of the audit methodology to be followed. Please address the approach to audit testing, sampling techniques, and analytical procedures.

Explain how the firm would approach work efforts of subsequent years.

N. Time Requirements

Provide detailed information on how the audit firm proposes to meet time lines and reporting deadlines. Audit milestones and dates should be provided.

O. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from either District.

P. Cost Proposal Format

Proposals will set forth the total hours and dollar amounts, including out-of-pocket costs, for each engagement:

Services to be provided:	Fiscal Year 2022-2023	
	Hours	Amount
Audit of School District		
Hourly Fee for Additional Services		
Free Consulting Hours		
TOTAL FEE PROPOSAL FOR EACH FISCAL YEAR		

Rates for Additional Services

If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on the engagements, then such additional work shall be

performed only if set forth in an addendum to the contract between the District and the selected audit firm. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses listed above.

Free Consulting Hours

List the number of hours your firm will provide each year, as part of the proposal fee and at no additional cost to the Districts, for audit, accounting and miscellaneous consulting services.

Additional Representations (sign and return with Proposal Response)

In addition to the foregoing general information, the Proposer certifies that:

1. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.
2. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.
3. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.
4. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.
5. The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
 - A. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - B. Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - C. No attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - D. No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
 - E. Said Proposer is not in arrears to the District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the District and has not been declared irresponsible, or unqualified, by any department of the District or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none");
 - F. Said Proposer meets the independence requirements of the American Institute of Certified Public Accountants and as defined by the Government Auditing Standards (2011 Revision) issued by the U.S. General Accounting Office. Additionally, the Proposer is independent of all of the components of the District as defined by those same standards.

- 6. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
- 7. The Proposer is duly licensed by the Oregon Board of Accountancy as a Certified Public Accountant and Municipal Auditor.
- 8. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - A. The selected proposal must be approved by the School Board.
 - B. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the School Board must approve the resultant contract.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Springfield Public Schools to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Evaluation Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Signature of Proposer: _____

Title: _____ Date: _____

**PART 3
PROPOSAL EVALUATION PROCEDURES**

1. **PROPOSAL REJECTION**

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth herein.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of proposers in making any award.
- E. to reject all proposals.
- F. to award any or all parts of any proposal.
- G. to request references and other data to determine responsiveness.

2. **SELECTION AND EVALUATION PROCESS**

The Springfield Public Schools evaluation team will review all proposals. Following the verification of mandatory requirements being met, the proposals will be evaluated for their technical and fee proposal responses. Finalists will be selected to make a presentation of their proposal to the evaluation team. This will provide an opportunity to clarify or elaborate on the proposal, but will in no way provide an opportunity to change any fee amount originally proposed. The District Purchasing Manager will schedule the time and location of these presentations and notify the selected firms. The scoring of proposals will be based on a 130-point scale (outlined in #3 on next page). The District at its sole discretion reserves the right to provide top ranked finalists an opportunity to provide a best and final offer.

The evaluation team shall express its opinion to the Board of Directors for the District on the professional acceptability of the recommended firm. The recommendation will then be presented to the Board of Directors for their consideration. Following affirmative Board action, the successful firm and the District will enter into a contract incorporating the terms and conditions of this RFP document and the proposer's response. Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.

3. **EVALUATION CRITERIA**

	CRITERIA	POINTS AVAILABLE
1.	The qualifications of the firm as demonstrated by its organizational history, clients presently served, extent of governmental and municipal audit work, and references.	30
2.	The expertise of staff as demonstrated by resumes of the partner in charge, audit manager, supervising auditor(s), and staff auditors assigned to this engagement.	25
3.	Description of the proposer's approach to the scope of work.	20
4.	Cost (fee schedule)	25
SUBTOTAL POINTS		100
Interview (At the District's Discretion)		30
TOTAL POINTS AVAILABLE		130

4. **PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

5. **COMPETENCY OF FIRM**

To enable the District to evaluate the competency and financial stability of a firm, the qualifying and accepted firm(s) shall, upon request, furnish such information as reasonably necessary.

6. **PROTEST OF AWARD**

In accordance with ORS 279B.410, any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

7. **RESERVATION IN EVALUATION**

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring vendors and award to the lowest priced or b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District.

PART 4
CONTRACT GENERAL TERMS AND CONDITIONS

1. **GENERAL REQUIREMENTS**

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. **ORDINANCES, PERMITS, LICENSES**

The contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

3. **WAIVER OF PROVISIONS**

Contractor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4. **CANCELLATION**

This contract may be terminated by either party upon not less than sixty (60) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. This contract may also be terminated by the District in the event that the project is permanently abandoned.

5. **CONTRACT BREACH**

In the event of a breach by the proposer of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the contractor.

6. **DAMAGES**

The proposer shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. **HOLD-HARMLESS AND INDEMNIFICATION**

The proposer shall indemnify, defend, and hold the District, its officers, agents, and employees, harmless from any loss, claims, actions, liability, or costs, including attorney fees and other costs of defense, arising out of or in any way related to furnishing of supplies and/or services under this agreement and arising from the sole or joint negligence of the proposer, including any claim, loss or liability contributed to by the District's own negligence. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that the District may have under any statute, under the common law, or under this contract.

8. INSURANCE

The proposer shall maintain in force for the duration of this agreement a Commercial General Liability Insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, a Professional Errors and Omissions Liability policy with limits not less than \$2,000,000, and an Automobile Liability (owned, non-owned and hired) with combined single limit coverage of not less than \$500,000 each claim, incident, or occurrence, naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to the District as evidence of coverage containing a 30-day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District's Risk Manager.

9. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

10. CONTRACT PAYMENTS

All payments to the proposer shall be remitted by mail. The District shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite invoices must reflect agreed upon list price and extension. **All invoices shall be sent to: Springfield Public Schools, Attention: Accounts Payable, 640 A Street, Springfield, OR 97477.**

11. **DISTRICT PERSONNEL**
No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.
12. **CONTRACT ALTERATIONS**
No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of Purchasing.
13. **ORDER OF PRECEDENT**
In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given to Board Policy then the Rules Manual.
14. **SMALL, MINORITY, AND WOMEN BUSINESS**
Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, District encourages the participation of minority, women, and emerging small business enterprises in all contraction opportunities. District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4bix.com/How-We-Can-help/COBID/>. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan prior to execution.
15. **NON-DISCRIMINATION CLAUSE**
The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
16. **RECYCLABLE PRODUCTS**
Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document ORS 279B.280.
17. **USE OF TOBACCO PRODUCTS**
Smoking and the other use of tobacco products is prohibited inside all school district buildings and on school district property in order to eliminate the impact of secondary smoke on other persons.
18. **FINGERPRINTING**
Individuals with whom the district contracts, or any employee of a district contractor who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check. The Lane County Sheriff Department provides fingerprinting service for the District at a cost per individual. Individuals or contractors shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

**PART 5
PROPOSAL CERTIFICATIONS**

RFP 22-23/01: AUDIT SERVICES

NON-DISCRIMINATION CLAUSE

The proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by:

Firm Name:

Address:

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Vendor: Vendor has paid unemployment taxes or income taxes in this State during the last twelve calendar months immediately preceding the submission of this proposal.

OR

_____ Non-Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Type or Print Officer's Name: _____

**PART 6
SIGNATURE PAGE**

22-23/01: AUDIT SERVICES

Springfield Public Schools

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A. The Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.
- B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ Inclusive.

We therefore offer and make this proposal on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Springfield Public Schools.

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____

By: _____ Date: _____

(Signature of Authorized Official. If partnership, signature of one Partner.)

Typed: _____

NAME

TITLE

If corporation, attest: _____

(Corporate Officer)

PART 7
STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of Springfield Public Schools ("District"). The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** The District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the District Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the District and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The prevailing party in a Claim shall be entitled to reasonable attorney fees and costs as awarded by the court, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of the District and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the District according to law.
6. **Severability/Waiver.** The District and Contractor agree that, if any term or 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 not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.**
 - 7.1. All requirements of Oregon Revised Statutes 279B, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:
 - a. ORS 279B.020, concerning hours of labor; and
 - b. ORS 279B.230, concerning payment for medical care.
 - 7.2. The Contractor agrees to:

- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the prosecution of the work provided for in this contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against the Springfield Public Schools on account of any labor or material furnished pursuant to this contract; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. Independent Contractor.

- 8.1.** Contractor shall perform the work required by this contract as an “Independent Contractor.” Although the District reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by the District relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2.** Contractor represents and warrants that Contractor is not an employee of the District, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the District, as those terms are used in ORS 30.260 et. seq.
- 8.3.** Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4.** Contractor agrees to immediately provide the District notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the District’s written consent, any obligation of the District to indemnify Contractor for any actions under this contract.

9. Indemnification. Contractor shall hold harmless, indemnify, and defend the District, its Board of Directors, employees, and agents for any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney(s) fees arising out of or resulting from Contractor’s performance of or failure to perform the obligations of this contract.

10. Nondiscrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the District.

11. Termination.

11.1. This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of the District; however, Contractor must provide written notice to the District Contract Administrator and provide the District with thirty days to cure the default.

- c. The District may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within seven calendar days or such other period as the District may authorize or require.
- 11.2.** Upon receiving a notice of termination issued by the District, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by the District in the notice of termination.
- 11.3.** In the event the Board of Directors of the District reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then the District may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the District, and Contractor agrees to abide by any such decision.
- 11.4.** In addition to its other rights to terminate, the District may terminate this contract in whole or in part upon thirty days' notice to Contractor when it is determined to be in the best interests of the District. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the District from such winding down and cessation of services.
- 11.5.** The rights and remedies of the District provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 11.6.** If this contract is terminated under subsections 11.3 or 11.4, the District shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 11.7.** Upon termination, Contractor shall deliver to the District all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.
- 12. Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract.
- 13. Force Majeure.** Neither the District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, the District's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
- 14. Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
16. **Use of District Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of the District that are necessary to perform the services under this contract and shall have no right of access to any facility of the District without prior approval of the District management. The District shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents, which may be stored on District premises.
17. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the District except on prior specific written authorization from the District management.
18. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to the District that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the District and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to the District upon request and shall be considered the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the District or produced by Contractor under this contract.
23. **Insurance.** The Contractor shall purchase and maintain, at the Contractor's expense, the types of insurance listed below, covering the Contractor, its employees and agents:

- 23.1.** The following policies shall name Springfield Public Schools, its Board of Directors, employees, and agents, as an ADDITIONAL INSURED:
- a. **Comprehensive general liability insurance** covering personal injury and property damage with a combined single limit, or the equivalent of not less than \$2,000,000. This insurance shall include contractual liability coverage for the indemnity provided under this contract;
 - b. **Automobile liability insurance** with combined single limit coverage of not less than \$500,000 each claim, incident, or occurrence.
- 23.2.** **Professional Liability Insurance** with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- 23.3.** **Workers' Compensation Insurance** in compliance with 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

A copy of the policy or Certificate of Insurance acceptable to the District shall be filed with the District prior to the effective date of this contract. The policy or certificate shall provide for thirty days' notice of cancellation or material change.

- 24. District Policies.** During the performance of this contract, Contractor shall follow the District's Affirmative Action Program which is to promote the objectives of the Equal Employment Opportunity Commission's guidelines as set forth in the Equal Employment Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the District Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.
- 25. Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.