

## Contracting Process for Tigard-Tualatin School District

For the purposes of this document, a contractor is anyone age 16 and older engaged to provide goods or services to or at TTSD through any formal or informal agreement, whether compensated or uncompensated.

An approved District contract signed by either the CFO or Superintendent is **required** for any event, situation, or service being provided by a contractor. *(This includes individuals providing a small service, for example \$60 for a tuba demonstration.)* See footnote for exception<sup>1</sup>. Contracts are to be submitted to the Business Office **prior** to service or event taking place and work may not begin until **after** the contract has been signed by the CFO or Superintendent. Any legally binding documents requiring a signature must be signed by the Superintendent or CFO, even when using a contractor from the Activity Approved Vendor List; any other persons that sign is placing themselves as personally liable. Please note that payment cannot be made to a vendor unless there is an approved contract, including when payment is coming from ASB, PSO, PTA or Booster Club funds.

**ASB funds cannot be used to directly pay contractors for services, payment must route through Purchasing in Infinite Visions.**

\*Please work with your school/department bookkeeper on process and submission.

**TTSD Professional/Personal Services Contract** - this contract template is a fillable form and should be used for any/all services being provided, even if payment might not be involved (\$0 contract). Occasionally, using the contractor's agreement or a tailor written Memorandum of Understanding might be appropriate, contact the Business Office to discuss. Contract template & information can be found on the District's Contract page: <https://www.ttsdschools.org/Page/10394> . If the contract will be \$10,000 or above, please contact District Purchasing for additional requirements ([Procurement@ttsd.k12.or.us](mailto:Procurement@ttsd.k12.or.us) or 503-431-4035). If the contract involves changes to District buildings or property, including but not limited to painting, equipment, landscaping, etc., an approved Operations Project Application is required prior to contracting. The District may take into consideration future operating costs and responsibilities in deciding whether or not to approve the project. Form can be found on the District website Operations page, Operations Documents tab: <https://www.ttsdschools.org/Page/9178> .

1. **Complete Contract.** All contracts should 1<sup>st</sup> have administrator support & approval. Please fill out the contract template to the best of your knowledge, then send to the contractor to review, edit, complete and sign. If the contractor has contract questions that you are unable to answer, or wants to propose changes to the contract language, please contact the Business Office for assistance ([TTSDBusinessOffice@ttsd.k12.or.us](mailto:TTSDBusinessOffice@ttsd.k12.or.us) or 503-431-4076).
2. **Submission to Business Office.** Once the contractor has returned the signed contract and certificate of insurance to you, please review with the bookkeeper that all information looks accurate and is complete. *Incomplete contracts cannot be approved and will be returned.* The bookkeeper will forward all of the documents to the Business Office for analysis. If complete, the contract & insurance will be presented to David Moore, CFO for final review, approval, and signature. A copy of the fully executed contract will then be emailed back to the bookkeeper (please be sure to return a copy to the vendor).

### Contract Instructions:

- A. **Contract page 1** – Enter contractor's name in the first paragraph and contract expiration date in the second paragraph. *\*Most contracts are approved for 1 year at a time and expire by the end of the fiscal year (June 30<sup>th</sup>), unless project/service will not be completed by then. Contact the Business Office with questions.*

This Professional/Personal Services Contract (this "Contract") is between **TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J** (the "District") and [REDACTED] ("Contractor") (collectively, the "Parties").

The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be the date it is signed by the Parties. Unless earlier terminated as provided in Section 8, below, this Contract will terminate on [REDACTED].

- B. **Contract page 2** – In the list of exhibits, the bullet point under Exhibit G (Insurance Requirements) is the place where you should name and list any additional documents to be included in the contract. For

<sup>1</sup> If using one of the contractors from the current year's "Activity Approved Vendors List", there is already a contract on file for the year and an additional agreement is not necessary, unless the vendor is asking for something such as a confirmation to be signed.

example, if you have a proposal and a rate sheet, you would delete the instructions and enter “Exhibit I (Proposal) & Exhibit J (Rate Sheet)”. If there are no additional documents, then simply delete the instruction language and leave blank.

- Exhibit G (Insurance Requirements).
- INSERT ADDITIONAL EXHIBITS AS NECESSARY, e.g., RFP Contractor’s proposal design documents, or other documents that need to be contracted.

Delete instructions & either list additional documents (ex: quote) or leave blank.

A conflict in the Contract Documents shall be resolved in the priority listed above, with this

**C. Contract page 13** – Under item 42 “Notices”, the contact information should be completed re: where notices should be sent. This is important as it could be different from the general company address.

**42. Notices.** All notices or demands of any kind required or desired to be given by the District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses noted below.

Tigard-Tualatin School District	Contractor
Attn: David Moore	Attn
6960 SW Sandburg St	Address
Tigard, OR 97223	Address
503-431-4000	Phone Number
dmoore@ttsd.k12.or.us	Email

**D. Contract page 14** – Contractor should complete all information and sign. If the contractor is a sole proprietor or individual and they have listed their SSN on the Federal Tax ID line, please black out that information prior to emailing the contract, as that is personal protected information. (Follow the secure procedure for W9s.)

<b>Name of Proprietor, Partner, or Corporate Officer</b>	<b>Signature of Proprietor, Partner, or Corporate Officer</b>
<b>Business Name</b>	<b>Signature</b>
<b>Business Street Address</b>	<b>Printed Name of Signatory</b>
<b>City, State, and Zip Code</b>	<b>Title</b>
<b>Business Mailing Address</b>	<b>Date Signed</b>
<b>City, State, and Zip Code</b>	<b>Email Address</b>
<b>Fax Number</b>	<b>Phone Number</b>
<b>Federal Tax ID Number</b>	<b>State of Incorporation</b>
<b>Business Designation (check one):</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
<i>If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this contract. The attached page must contain signatures of all parties to the joint venture.</i>	
<b>Is Contractor a nonresident alien?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	

**E. Exhibit A – Statement of Work, Compensation & Payment Terms (page 15).** It is very important to complete this page as this holds the details of what you are contracting for. If you have separate documents to include in the contract, such as scope of work, budget, rate sheet, proposal, quote, etc., you can reference those as indicated in the instructions, rather than re-entering.

- Item 1 – This section is for the scope of work/service details. Please include all details of work to be completed, responsibilities, timeframe, locations, etc. If you have a separate document that includes this information, such as a proposal, scope or quote, you should include it in the contract as an exhibit and reference the exhibit here instead. (ex: “As detailed in Exhibit I - Proposal” vs. “Storyteller for 30-minute assembly at CFT Elementary Oct 3<sup>rd</sup> & 15<sup>th</sup>, 2020”)

1. Contractor shall perform the work as detailed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:

*Describe or reference exhibit, such as scope of work for a cooperative agreement, the RFP, contractor’s proposal or quote. If not, detail scope of work here.*

Delete the instructions & complete.

- Item 2 – Enter the maximum not to exceed amount of the contract.
  2. The maximum total payment under this Contract, including expenses, as listed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:
 

*Describe or reference exhibit, such as cooperative agreement, the RFP, contractor's proposal not, detail maximum total for the contract here.*

Delete the instructions & complete.
  
- Item 3 – This section is for the pricing/rate details. Please include all information that applies, such as hourly or per session cost, supply costs, etc. If you have a separate document that includes this information, such as a quote, budget or rate sheet, you should include it in the contract as an exhibit and reference the exhibit here instead. (ex: “As listed in Exhibit I – Quote” or “As listed in Exhibit J – Rate Sheet” vs. “\$150 one-time set fee, \$75 per hour, plus \$60 supplies for each visit”)
  3. The District shall pay Contractor on the basis as listed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:
 

*Describe or reference exhibit, such as pricing for a cooperative agreement, the RFP, contractor's proposal, quote or rate sheet. If not, detail pricing & rates for the work under this contract here.*

Delete the instructions & complete.
  
- Item 4 – This section is in regards to payment terms. Our standard payment terms are already listed under item 9 of the contract (“Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice. Unless otherwise specified in Exhibit A, the Contractor will submit invoices monthly for services rendered and the District shall remit payment within 30 calendar days of receipt of invoice.”), so this section should be left blank (delete instructions), unless we are agreeing to different payment terms. However, if additional details are required regarding invoicing, this is an appropriate place to include that information. (ex: “Invoices must include hours, date of service, school location & student names.”)
  4. Payment terms are identified in section 9 of this contract, unless otherwise stated here:
 

*Describe or reference exhibit, such as payment terms for a cooperative agreement, the proposal or quote. If not, detail payment terms here.*

Delete the instructions & either leave blank or list additional payment terms.

- F. **Exhibit B - Certification Statement for Corporation or Independent Contractor** (page 16). Contractor should check the appropriate boxes in *either* section A or section B and sign.
- G. **Exhibit C – Workers’ Compensation Exemption Certificate** (page 17). This should only be signed if the Contractor is claiming to be exempt from carrying Workers’ Comp insurance. If this does *not* apply, the contractor should leave blank and not sign.
- H. **Exhibit D – Abuse & Sexual Misconduct Reporting Handout** (page 19). This handout is mandatory for us to provide to contractors. Contractors are expected to read and share with their staff.
- I. **Exhibit E – Waiver of Liability & Certification of Compliance with COVID-19 Requirements.** This covers liability, rules and guidance regarding COVID-19, including vaccination attestation. Contractors need to sign this exhibit. *(Per state law, if students will be present on-site contractors must be fully vaccinated for COVID-19. The contractor signing this form serves as documentation, therefore we do not need to collect individual proof of vaccination, unless requested by ODE.)*
- J. **Exhibit F – Background Check Requirements** (page 25). The contractor needs to list all the names of employees/agents that will be providing work under the contract and answer the questions for each by entering “yes” or “no” in the boxes.

Legal Full NAME	Service at location with students in session/on-site or virtually? Y/N <i>Y = complete B.G</i>	[Unsupervised 1] at location w/ students on-site or virtually? 2] with students directly? Y/N <i>Y = complete F.P</i>	B
[Redacted Name]	[Redacted]	[Redacted]	

Contractor employees or agents that will be doing work under this Contract in both direct & indirect student contact situations (meaning students will be on-site at the location or virtually) are required to complete a criminal history records check & ODE verification through Helpcounter with each new contract. In addition, those that will have the opportunity for direct, unsupervised contact with students doing work under this contract must be fingerprinted through ODE. Fingerprints are only required once

and are schedule through Fieldprint. If fingerprints have already been done through TTSD or another School District, the contractor should complete the information on page 2 of Exhibit F *instead*, so the Business Office can confirm with ODE.

- K. **Exhibit G – Insurance Requirements.** This sheet provides our standard insurance requirements so that the contractor can provide us with the required certificate of insurance (COI). Contractors that carry less than the required insurance coverage will be reviewed on a case-by-case basis for approval by the CFO.
- Tigard-Tualatin School District **must** be listed as the certificate holder **and** additional insured: Tigard-Tualatin School District, 6960 SW Sandburg Street, Tigard, OR 97224.
  - Commercial General Liability: \$2,000,000/occurrence \$3,000,000/aggregate, Workers' Compensation: yes/statutory \$1,000,000 employer's liability, Automobile Liability: \$1,000,000, Professional Liability (\$2,000,000) may be required depending on type of service – all to be listed on certificate.
  - If policy amounts are less than those listed above, Umbrella Liability can be used to cover the gap – include on certificate.
  - On the rare occasion that the vendor does not carry Automobile Liability as part of their liability coverage, a copy of the current auto insurance card(s) is required for any/all vehicles that will be driving onto District property.
  - Additional Insured Endorsement forms **must** accompany the certificate.
- L. **W9** – A valid W9 form is required in order to issue payment to contractors. Please have the contractor complete a W9 if a) they are a new vendor in Infinite Visions or b) there are updates needed to their W9 on file. Signature is required on the form. Please do not email completed W9s. Bookkeepers can a) save the W9 to the secure folder on the J Drive (J:\Add New Vendor-W9) - please title with Contractor's name and Req #; b) fax to 503-431-4037 Attn: Business Office; or c) place in the inner-office mail to Hibbard, Attn: Business Office.

Contacts: Business Office 503-431-4076, [TTSDBusinessOffice@ttsd.k12.or.us](mailto:TTSDBusinessOffice@ttsd.k12.or.us)

Purchasing/procurement: 503-431-4035, [Procurement@ttsd.k12.or.us](mailto:Procurement@ttsd.k12.or.us)