REQUEST FOR PROPOSAL

for

ARCHITECTURAL SERVICES

RFP TITLE:

Mountain View High School Master Plan

2755 NE 27th Street Bend, OR 97701

7/20/2026

Est. 1883

BEND LAPINE Schools

EDUCATING THRIVING CITIZENS

ADMINISTRATIVE SCHOOL DISTRICT #1
Bend-La Pine Schools
520 NW Wall Street
Bend, Oregon 97703

Date Due: August 26, 2026
Time Due: 2:00 P.M.

SECTION I - INSTRUCTIONS TO PROPOSERS

A. Announcement of Request for Proposals

The Administrative School District #1 will receive sealed proposals at the Office of Facilities Development, 520 NW Wall Street, Reception Counter, Bend, Oregon until 2:00 p.m., current local time, on August 26th, 2026 for Architectural Services as described within this Request for Proposal dated July 20, 2026. Proposals submitted will remain confidential in nature until a Notice of Intent to Award has been issued to the successful proposer.

B. Format of Proposal

IMPORTANT NOTICE: The District takes the proposal process seriously, and it is its intent to solicit proposals that are accurate and that each proposer intends to honor. Proposers are expected to submit proposals that are accurate, complete and contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal any time up to the time of the proposal opening. However, after the opening, the proposal MAY NOT be changed or altered in any way. If accepted, a proposal is considered noncancellable and the proposer will be expected to honor a binding contract. If for any reason the proposer does not perform, the District may take whatever action is appropriate, including, but not limited to, the removal of that proposer's name from future RFP lists.

A Request for Proposals process is allowed under Division 48 of the Oregon Attorney General's Model Rules of Procedure for Public Contracting. This Request for Proposals allows proposers the opportunity to submit to the District the proposal or proposals that they feel will best serve the interests of the District.

Proposers shall provide one (1) original copy of their proposal and all attachments, to be labeled "original" and contain all required signatures. Proposers shall provide four (4) additional copies of their proposal, and one electronic proposal on a USB flash drive. There is no formal page limit, but it is advised to keep proposals between 15 and 20 pages in total length. All proposals shall be sealed in an opaque envelope or package and addressed as follows:

Administrative School District #1
Bend-La Pine Schools
Attention: Mike Condon, Project Manager
Office of Facilities Development
520 NW Wall Street
Bend, Oregon 97703

In addition, the name and address of the proposer and the title of the proposal (that appears on the cover of this RFP) shall be on the outside of the envelope or package.

All proposals must be received by the addressee no later than the date and time specified herein. The District WILL NOT be responsible for proposals delivered by either Proposer, Postal Department or any other means to any location other than the address listed within this RFP.

The proposal sheet of these specifications shall be signed in ink, as follows:

1. In the case of an individual proposer, by such individual proposer.

2. In the case of a partnership or limited liability company ("LLC"), the name of the partnership or LLC must appear on such proposal and it shall be signed in the name of such partnership or LLC by at least one partner or LLC member or manager, as applicable. In addition to such signature, the names of all partners or members shall be stated in the proposal.

3. In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he or she acts for such corporation.

Facsimile or electronic transmissions of proposal will not be accepted.

C. Prohibition of Alterations

Proposals that are incomplete or conditioned on the acceptance of additional terms by the District, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected.

D. Equal Employment Compliance Requirement

By submitting this proposal, the proposer certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders. The District is an Equal Opportunity Employer. Women and minority businesses are encouraged to apply for this contract. The selected proposer will make good faith efforts to encourage participation in the project by disadvantaged business enterprises ("DBE"), minority business enterprises ("MBE"), women business enterprises ("WBE") and emerging small business enterprises ("ESB").

E. Protest of RFP; Request for Change

Proposers may submit a written protest of anything contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, each in accordance with OAR 137-048-0240. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or contract terms. The District may not consider any protest or request for change that is submitted after the submission deadline. Any protest must indicate in detail the reason(s) for the protest and/or suggested change in wording or specifications that would remedy the cause for protest. All protests must be received by the Facilities Development Supervisor, Angus Eastwood at the address listed in this RFP by 2:00 p.m., seven days prior to the due date for proposals. All complaints received prior to this time will be reviewed and acknowledged.

Those protests/requests for change deemed by the Evaluation Committee to have merit will be given consideration and, where applicable, a change in specifications or a delay in the opening may be granted only by the release of a written addendum by the District to those of record holding specifications.

Those complaints not deemed by the Committee worthy of changing said specifications or delaying said opening will be given consideration, and the individual or company will be notified as to the reason.

Should vendors feel that any specification limits competition, they are encouraged to follow through with their "Protest of Specifications" as outlined.

F. Pre-qualification of Proposers – Not Required. No pre-proposal meeting will be held.]

G. Duration of Proposals

Said proposal is considered non-cancellable.

1. No proposer may withdraw their proposal after the hour set for the opening thereof or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) days.

2. An award of the contract to any proposer shall not constitute a rejection of any other proposal.

H. Transfer or Assignment

Neither the contract awarded pursuant to this RFP, nor any interest therein, shall be transferred to any other party or parties, and in case of such transfer, the District may refuse to carry out this contract, either with the transferor or the transferee. All rights of action for any breach of this contract by a successful proposer are reserved to the District. No officer of said District, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit which may arise here from. The successful proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful proposer shall not permit any liens or claims to be filed or prosecuted against the District for or on account of any labor or material furnished aforesaid.

I. Contract and Insurance Coverage

Dependent upon the District's approval of the architect selection, the District and Architect will finalize the Architectural Services Agreement, and the Architect shall furnish Certificates of Insurance meeting the District specifications. A copy of the proposed Lump Sum Agreement for Professional Services is included in this RFP package, which includes insurance requirements.

J. Interpretation of Requirements

No officer or employee of the District has any authority to place any interpretation, either verbal or written, upon the provisions of this RFP. Any changes to the requirements of this RFP shall be by written addendum, issued by the District to

those of record holding specifications

K. Acceptance of Conditions

Each proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby. Proposers are advised that ORS 279C.307 may limit the selected proposer's ability to provide additional services related to the project.

L. Evaluation

The proposals shall be subjectively evaluated by the Evaluation Committee with points assigned based upon the criteria in this RFP. Those proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers will not be evaluated.

The Evaluation Committee will consist of District Representatives and one Technical Advisor from the community. The role of the committee shall include a complete review of all proposals submitted and may include contacting references provided by the proposing firm(s). It may also involve interviews with selected proposers. The persons on the Evaluation Committee may change during the Evaluation and or Interview processes. The District reserves the right to seek clarifications of any proposal. Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals, with the exception of responses to requests for clarification received from the Evaluation Committee. The District's Superintendent, or Designee, will make the final decision on hiring an architectural firm.

M. Criteria

All proposals from qualified firms that provide all the minimum required qualifications will be evaluated on the following criteria:

BACKGROUND

1. Brief description of your firm's history, availability and capability to perform services requested.

EXPERIENCE

2. Record of performance history in meeting deadlines, submitting accurate estimates, producing high quality work, meeting financial obligations including price and cost data, cost controls and contract administration.

3. Demonstrated ability completing successfully **similar** services on time and within budget.

STAFFING

4. Experience and resumes of key staff who will be providing services.

5. Recent, current and projected workloads of staff referenced above.

6. Proportion of time staff referenced in #4 would spend on project.

APPROACH

7. Describe your knowledge and understanding of the project in terms of approaches to staffing, scheduling needs, and proposed solutions to any perceived design and constructability issues.

8. Describe the firms design philosophy and approach to project design and construction.

LOCAL KNOWLEDGE/CONDITIONS

9. Knowledge of the locality of the project site, geographic proximity to the project site, and the design/construction limitations of the site/Central Oregon Area.

Provide four (4) references familiar with your firm and the members of your proposed team.

PROPOSAL EVALUATION CRITERIA

Criteria	Weight	Reference
1. BACKGROUND	15%	
2. EXPERIENCE	25%	
3. STAFFING	25%	
4. APPROACH	25%	
5. LOCAL KNOWLEDGE/CONDITIONS	10%	

Reference checks shall not be scored individually but will be used to supplement the scoring considerations of all categories.

In addition to the above basic criteria, the following factors will be reviewed and considered:

1. Motivation
2. Professionalism
3. Philosophy and range of services
4. Sub consultants proposed for major scopes of service
5. Written proposal

A copy of the scoring sheet is attached.

In those cases where it is felt that a clearer understanding of any proposal is in order, the District, through the Evaluation Committee, reserves the right to invite up to three of the top ranked proposers to present their proposals, in person, to the Evaluation Committee or the District. If held, interviews will be conducted separately and the Evaluation Committee will rank the interviewed proposers. Only the interview and resulting ranking will be considered in the selection of the architect.

Upon completion of the interviews, if any, the Evaluation Committee shall provide the District with the results of the scoring and ranking for each proposer. If the District does not cancel the RFP after it receives the results of the scoring and

ranking for each proposer, the District will begin negotiating a Contract with the highest-ranked proposer. The District will negotiate a final contract that is in the best interest of the District. If the District cannot reach agreement with the highest-ranked proposer, the District reserves the right to terminate negotiations and enter into negotiations with lower-ranked proposers in accordance with OAR 137-048-0220(4)(c).

N. Disclosure

Proposals will be considered confidential materials and will not be made a part of the public record until after a Notice of Intent to Award has been issued to the successful proposer. Names of scorers will not be disclosed (unless required by law). Said files including the evaluation report will then be available for public review.

O. Disclosure of Intent

No employee or elected official of the District may own more than 5% of a business that is submitting a proposal on any contracts with the District unless it is fully disclosed in the proposal documents.

P. Reservations

The District herein expressly reserves the following rights:

1. Proposers responding to the RFP do so at their own expense and the District will not pay for information solicited or obtained. The information obtained will be used in determining what will best serve the interests of the District.

2. To reject any or all proposals or cancel this RFP at any time as permitted by the Model Rules or District policy, if doing either would be in the public interest as determined by the District, and to waive technicalities and minor informalities in determining a proposer's responsiveness. A responsive proposal is one that conforms in all-material respects to the RFP.

3. To consider the competency and responsibility of proposers and of their proposed sub-consultants in making the award. A responsible proposer is a person or firm that has the capability in all respects to perform fully the contract requirement, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

4. In the event any proposer or proposers to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory insurance coverage within the time and in the manner hereinafter specified, the District reserves the right to negotiate with the next qualified proposer or proposers.

5. In the event only one proposal is received, the Project Facilitator may, at the election of the Evaluation Committee, return the proposal unopened.

6. To make the award based on the District's best judgment as to which

proposal best meets the District's expectations of a program of the highest quality and innovation.

7. To make such changes or corrections in the Project as it may deem necessary or desirable prior to the proposal opening. Proposers will be notified of such changes in writing by addenda mailed to the addresses on the specifications holder's list.

8. To cancel the contract upon written notice at any time if the District, in its sole judgment, determines that the provider is not meeting the needs of the District.

Q. Protest of Selection

In the event of an award to a single proposer, the District shall provide to all proposers a copy of the selection notice that the District sent to the highest ranked proposer. A proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the selection notice. Any protest must be in accordance with OAR 137-048-0240(2)(a). Protest(s) must be delivered to the Facilities Development Supervisor, Angus Eastwood.

SECTION II - SPECIFICATIONS

A. Background

a) The District is in need of architectural services to develop a campus master plan to modernize Mountain View High School (the "Project"); see Section II, part D, below for a more detailed listing. This is strictly a design effort and there are no construction funds available at this time to complete any portion of the developed master plan, however this effort will inform and influence future efforts for bond construction projects at Mountain View High School. The Owner will provide construction management services throughout the design process and for any future construction of the project.

B. Proposed Project Schedule

A&E Selection – August 2026 to September 2026
Master Plan Design – September 2026 to May 2027

C. The Proposal

To provide the District with the information necessary to select the most qualified firm, this Request for Proposal (RFP) is being solicited from firms interested in and qualified to provide architectural services that meet the requirements of this RFP. The RFP format outlines the information that must be submitted by each firm in order to be considered for selection. However, simply responding to this RFP is not sufficient to guarantee appointment. Specific information regarding document submittal procedures and due dates will be found in the "Instructions to Proposers" section.

D. Scope of Services - Mandatory

The District is requesting architectural services for the design and construction of the Project. Those services include [DESCRIBE THE SPECIFIC ARCHITECTURAL SERVICES BEING SOUGHT] for the following basic program outline:

- Existing conditions assessment
- Building and site capacity analysis
- Stakeholder engagement
- Facility needs assessment
- Master plan design alternatives
- Refined master plan with phasing strategy and preliminary cost estimating

E. Contractual Agreement

1. Type of Agreement

The District intends to enter into a contractual agreement with the architectural firm based on the information included in this proposal. A draft of this proposed contract is included with this proposal package. The proposers agree to be bound by the terms in the contract. District, in its sole discretion, may make modifications to the contract terms.

2. Duration of Agreement

The contract will be awarded for the duration of the project subject to applicable ORS, OAR and other rules.

F. Proposal Requirements

The submitted proposal shall include, but not be limited to, a divided and tabbed response to each of the criteria listed in Section I, Part M. This required format will provide the responding firms the best opportunity to compile their response in a format that will be most easily understood and reviewed by the Evaluation Committee.

G. Additional Information

1. Contact Person

All contact and questions regarding this request for proposal or to coordinate a visit to the site should be directed to the Facilities Development Office at 520 N.W. Wall Street, Room 330, Bend, Oregon 97703, (541) 355-1170, Attn: Mike Condon.

2. Addenda

All questions and clarification requests will be answered in writing, if necessary, in the form of addenda and sent to all specification holders. Addenda will either be e-mailed, or transmitted via facsimile machine to all known specification holders on record in the Facilities Development Office.

PROPOSAL FOR ARCHITECTURAL SERVICES

RFP TITLE:
Mountain View High School Master Plan

2755 NE 27th Street Bend, OR 97701

DATE: _____

TO: Administrative School District #1
Bend-La Pine Schools
Attention: Mike Condon, Project Manager
Office of Facilities Development
520 NW Wall Street
Bend, Deschutes County, Oregon 97703

The undersigned hereby proposes to furnish within the time specified the Scope of Services as listed within this RFP, and such Services shall be delivered in accordance with the RFP specifications.

PROPOSER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT: By submitting this proposal, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the School District upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

Receipt is hereby acknowledged of Addenda _____ through _____.

Are you domiciled in the State of Oregon? YES _____ NO _____

Are you registered to do business in the State of Oregon? YES _____ NO _____

PROVIDING INCORRECT INFORMATION MAY BE GROUNDS FOR PROPOSAL REJECTION OR CONTRACT CANCELLATION.

SIGNATURE OF INDIVIDUAL (Signed by Individual):

Signature: _____

Print or Type Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____

SIGNATURE OF PARTNERSHIP/LLC (Signature of One Partner/Member/Manager Required):

Signature: _____

Print or Type Names of Partners: _____
or Members

_____

_____

Name of Partnership/LLC: _____

Address: _____

City, State, Zip: _____

Telephone: _____

SIGNATURE OF CORPORATION (Signatures as Indicated):

Signature: _____

Print or Type Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____

FACILITIES
Development Office

Facilities Development Office
Bend La Pine Schools
520 NW Wall Street Bend, OR 97703
Office (541) 355-1170
Fax (541) 383-6088

BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON

-PERSONAL/PROFESSIONAL SERVICES CONTRACT-

La Pine High School
Master Plan

This Contract is between Bend-La Pine Schools, School District No. 1, Deschutes County, Oregon (District) and Architect (Consultant). The parties agree as follows:

1. **Effective Date and Termination Date.** The effective date of this contract shall be XXXX, 20XX or the date which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be XXXX, 20XX.

2. **Statement of Work:** Shall be as outlined within the **Firm Name** "Professional Services Proposal, " dated, including but not limited to the following general description:

   A. **Per attached Firm Name Architects proposal, dated, noted as Exhibit A.**

3. **The value of this Contract, and maximum payment, unless revised by written agreement, including expenses, is: write out amount ($XX,XXX) Dollars*.**

4. **Payment for Work:** The District agrees to pay Consultant upon acceptance of work and in accordance with the standard terms and conditions as follows: Contractor shall bill District monthly as services are performed.

5. **Contract Documents.** The Contract Documents consist of the following documents that are listed in descending order of precedence:

   A. **"Proposal Name" proposal, "Date", noted as Exhibit A**

   A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supercede any prior representation, written or oral.

CONTRACTOR DATA AND SIGNATURE

Contractor is an independent contractor solely responsible for the work performed under this contract. Contractor, it's subcontractors and employees shall not be deemed employees of the District. Contractor shall be responsible for all federal state and local taxes and fees applicable to payments for services under this contract.

Business Name: **Firm Name**
Business Address: **Address**
Address
Contractor Phone: **Phone**
Federal Tax ID# or Social Security #: XXXXXX

I certify under penalty of perjury that Contractor is a [check one]:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation-for profit
- ☐ Corporation-non-profit
- ☐ Other [describe here:

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including, if applicable, the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

X_____ X_____
Signature Title
X_____ X_____
Name (please print) Date

BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON

X_____ X_____
Signature (Deputy Clerk or Designee) Title
X_____ X_____
Name (please print) Date

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract 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 the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.

   This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

4. **Independent Contractor Status.** Contractor shall certify status as an independent contractor and nothing herein is to be construed as establishing a employer-employee relationship.

5. **No 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 or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Nonperformance.** In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

8. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

9. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

   a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
   b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
   c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
   d. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

10. **Payment of Invoices**

   a. Method of Payment. Unless otherwise specified in **Payment of Work** section, payment shall be approved monthly by the District, net thirty (30) days.
   b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
      (i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
      (ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
      (iii) If terminated under 9(c) or 9(d) by the District due to a breach by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
   c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
      (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
      (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
      (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
      (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

      If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

      The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.
   d. Payment for Medical Care.
      (i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the

Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

e. Non-Appropriation.
   (i) If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

f. Adequate Funding.
   (i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the Districts budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

11. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.

b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.

c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

12. Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:

a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279 the laborer shall be paid at least time and a half pay:
   (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
   (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
   (iii) for work performed on Saturday and on any legal holidays specified in ORS 279.
   For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. Time Limitation on Claim for Overtime. To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and

b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

14. Hazardous Chemicals. Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-135-025.

15. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

16. Access to Records. The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication, that may identify individual employees, individual employee contact with the Contractor, employee counseling records, diagnoses, prognoses or treatment recommendations by the Contractor. Any information relative to employee use of the Contractor's services given to the District for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

Contractor shall maintain all fiscal records directly 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. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable 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.

17. Ownership of Work. All work products, with the exception of any documents or materials or other work products relating to or identifying individual employee treatment, visits, diagnoses or prognoses created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

18. When Work is performed on District Property (Including Schools). Contractor shall comply with the following:

a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contactor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.

b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
d No Drugs. District property sites are designated drug-free zones.
e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

19. When Work is performed in or on School Sites, Contractor shall comply with the following:

a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contract with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result is such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education and by the District's background check vendor for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.
b. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.
c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

20. Employment Standards. At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in it's sole discretion, removal of such employee would be in the best interests of the District.

21. Security. Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

22. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

23. Indemnity and Hold Harmless
The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by any negligent act, error, or omission sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.

24. Waiver. Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

25. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Deschutes County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

26. Severability. 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 invalid.

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

29. Attorney Fees. If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the Bend, Oregon area for the type of legal services performed.

30. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

31. Insurance. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027 THIS COVERAGE IS REQUIRED**. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, Complete Section 32 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: ☐ $500,000, ☒ $1,000,000, ☐ $2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ $500,000, ☐ $1,000,000, ☒ $2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. ☒ Required by District ☐ Not required by District

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: ☐ $500,000, ☒ $1,000,000, ☐ $2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of ☐ $500,000, ☐ $1,000,000, ☒ $2,000,000. This insurance must include contractual liability coverage. ☒ Required by District ☐ Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: ☐ $500,000, ☒ $1,000,000, ☐ $2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
☒ Required by District ☐ Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Upon Request of the District, Contractor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the District.

32. WORKERS' COMPENSATION EXEMPTION CERTIFICATE **(To be used ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box):*

☐ **SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**
- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

☐ **PARTNERSHIP**
- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

☐ **LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. **(To be signed ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)**

Consultant Printed Name _____ Consultant Signature _____

Date _____

Architect Scoresheet - Project

Firm: _____

Evaluator: _____

Date: _____

		Score*	Weight**	Total
	Background - 15%			
1	Firm History		3	0
	Experience 25%			
2	Performance History		2.5	0
3	Time & Budget Successfulness		2.5	0
	Staffing - 25%			
4	Proposed Staff		2	0
5	Workload of Proposed Staff		2	0
6	Time on Project		1	0
	Approach - 25%			
7	Firms Approach		2.5	0
8	Design Philosophy		2.5	0
	Local Knowledge/Conditions - 10%			
9	Local Knowledge/Conditions		2	0
	TOTAL SCORE			0

*Scoring System
0 - Unacceptable
1 - Poor
2 - Below Average
3 - Average
4 - Above Average
5 - Excellent

**Weight system based on criteria importance