



REQUEST FOR PROPOSALS

Solicitation No: 22-0021

For the Provision of

LEASED DARK FIBER

RFP Closing:

February 2, 2023 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

1260 NW Waterhouse Ave

Beaverton, Oregon 97006

January 5, 2023

Questions must be submitted in writing via email to: contracts@beaverton.k12.or.us

Deadline for Questions: January 26, 2023, at 4:00 PM PST

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 22-0021

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive proposals from qualified Proposers interested in the provision of Leased Dark Fiber or Lit Fiber.

No pre-proposal conference will be held for this solicitation.

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

SOLICITATION DUE DATE AND TIME (CLOSING):
February 2, 2023, at 2:00 PM Pacific Time

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

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

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

All questions and comments regarding this solicitation must be directed ONLY BY EMAIL to:
contracts@beaverton.k12.or.us. EMAIL SUBJECT LINE: "Questions regarding RFP 22-0021, Leased Dark Fiber

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

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

SECTION I – INTRODUCTION
Solicitation No: RFP 22-0021
Leased Dark Fiber

1. INTRODUCTION:

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

2. DEFINITIONS:

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

3. SOLICITATION REVIEW:

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

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. SCOPE OF WORK:

The intent of this solicitation is to enter into a Contract for the provision of Leased Dark Fiber or Lit Fiber for identified Beaverton School District locations.

6. CONTRACT:

The successful Proposer, selected by the District, will receive a Master Price Agreement. A sample is enclosed herein (see SECTION V – ATTACHMENT G).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect State statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.
- c. Individual Project Work Authorizations (PWAs) will be issued by the District as needed.

7. AMENDMENTS:

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

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Proposer will be issued a Contract effective upon full execution, through June 30, 2024.
- b. The District may elect to extend the Contract for a total of five (5), one (1) year terms. The District will send a Project Work Authorization to the Contractor prior to the Contract end date for each consecutive Contract period.
- c. The Supplier's pricing and rates must remain firm through June 30 of each contract period.

9. CONTRACT ADMINISTRATOR:

The Contract Administrator for this Master Price Agreement will be the Administrator for Technology Services, or designee.

10. DISTRICT REPRESENTATIVE:

The District Representative for the project is the Administrator for Technology Services, or designee.

11. SOLICITATION SCHEDULE:

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

Solicitation Milestone

Deadline for Questions
Proposals are Due

Completion Date

January 26, 2023, at 4:00 PM PST
February 2, 2023, at 2:00 PM PST

12. CONTACT DURING SOLICITATION:

Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the summary page of this solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Contact with other Beaverton School District employees, officials or representatives regarding this solicitation is not authorized. Such unauthorized conduct by a provider may grounds for immediate rejection of the offender's Proposal.

SECTION II – STATEMENT OF WORK

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Leased Dark Fiber

1. **PURPOSE AND INTRODUCTION:**

The purpose of this solicitation is to obtain competitive offers from qualified Firms (Proposers) interested in the provision of Leased Dark Fiber or Lit Fiber Service between identified Beaverton School District (District) locations.

2. **NARRATIVES ON PREFERRED NETWORK DESIGN AND PERFORMANCE:**

Narrative on Network Architecture:

See SECTION V – ATTACHMENT I - for a Hypothetical Fiber Design.

Narrative on Leased Dark Fiber option:

- a. Preference for a multiple-hub design, where each proposed network segment terminates at two different hub sites. Note that different network segments may terminate at different hub sites. As a general rule of thumb, we assume that shorter fiber paths are less expensive, and as such, leveraging all of the widely distributed existing hub sites may yield a lowest cost of ownership solution.
 - A full-mesh design with each site directly connected to two hubs is preferred
 - Two fibers (one pair) per network segment is the minimum, more than two fiber is preferred.
 - Locations may be “daisy chained” using two or more fibers, with limitations on the total distance and number of hops in the chain. In this scenario, BSD will create a full-mesh design using BiDi and/or DWDM.
- b. Preference for minimum length shared-path laterals. Physically diverse building entrances and lateral paths are ideal, but not required.
- c. Preference for designs that mitigate existing long, single path laterals
- d. BSD plans on lighting dark fiber with a combination of 10G/40G/100G optics (1310nm) and/or DWDM optics (1550nm).
- e. Dark fiber designs in particular offer the capacity to interconnect with the existing High School Fiber ring operated by BSD. In the spirit of partnerships and improving the reliability of K12 educational networks as a whole, vendors are encouraged to propose designs that include an option that includes network segments that terminate at the Optional Hub Sites – especially if it results in a lower total cost of ownership.

Connection for Leased Dark Fiber details as follows:

Hazeldale Elementary	20080 SW Farmington Rd	Beaverton	97007
Errol Hassell Elementary	18100 SW Bany Rd	Beaverton	97007
Cooper Mountain Elementary	7670 SW 170 th	Beaverton	97007
Scholls Heights Elementary	16400 SW Loon Dr.	Beaverton	97007
Nancy Ryles Elementary	10250 SW Cormorant Dr.	Beaverton	97007
Hiteon Elementary	13800 SW Brockman Rd.	Beaverton	97008
Sexton Mountain Elementary	15645 SW Sexton Mountain Rd.	Beaverton	97007
Vose Elementary School	11350 SW Denney Rd.	Beaverton	97008
Greenway Elementary	9150 SW Downing Dr.	Beaverton	97008
Conestoga Middle School	12250 SW Conestoga Dr.	Beaverton	97008
Whitford Middle School	7935 SW Scholls Ferry	Beaverton	97008
McKay Elementary	7485 SW Scholls Ferry	Beaverton	97008

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Montclair Elementary	7250 S. Vermont St.	Portland	97223
Raleigh Hills	5225 SW Scholls Ferry Rd	Portland	97225
Raleigh Park Elementary	3670 SW 78 th Ave.	Portland	97225
10615 SW 5 th Street	10615 SW 5 th Street	Beaverton	97005
Transportation	10420 SW Allen Blvd	Beaverton	97005
Fir Grove Elementary	6300 SW Wilson Ave.	Beaverton	97008
Highland Park Middle	7000 SW Wilson Ave.	Beaverton	97008
Chehalem Elementary	15555 SW Davis Rd.	Beaverton	97007

Current Hub Sites on Establishing

Sunset High School	13840 NW Cornell Rd	Portland	97229
Westview High School	4200 NW 185 th Ave	Portland	97229
BASE	10740 NE Walker Rd	Hillsboro	97006
Merlo Admin	16550 Merlo Rd.	Beaverton	97003
International School	17770 SW Blanton St	Beaverton	97078
Aloha High School	18550 SW Kinnaman Rd	Beaverton	97078
Mountainside High School	12500 SW 175 th Ave	Beaverton	97007
Southridge High School	9625 SW 125 th Ave	Beaverton	97008
Beaverton High School	13000 SW Second St	Beaverton	97005
Arts and Communications	11375 SW Center St.	Beaverton	97005

f. Requirements:

- Proposer must provide a valid SPIN number in their Proposal, or a copy of their FCC (Federal Communications Commission) Form 498 that has already been submitted to Universal Service Administration Company (USAC). (See <https://www.usac.org/sl/tools/forms/default.aspx> for more information.)
- Proposers that intend to provide telecommunications services (as opposed to solely proposing to provide equipment, monitoring/management services, or configuration/implementation services), must be recognized by USAC as a telecommunication common carrier. Proposer must also provide the company's Federal Communications Commission Registration Number (FCCRN) in its Proposal. For more information, please visit: <https://apps.fcc.gov/cores/userLogin.do>.
- Each Proposer also must certify that it is in good standing and not subject to "Red Light Status" with the FCC.
- Proposers must demonstrate the capacity to meet the network build requirements through client references, prior work, and financial documentation.

g. Cabling and Construction:

- *Inside Building Cable Routing:*
 - Intra-building cable routing shall be performed in accordance with all applicable local building codes. When required, the Service Provider must plan a splice point at the building entrance to transition from outdoor cable to indoor cable, or enclose the outdoor cable in metallic conduit or covered metal raceway.

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- *Cable Slack for Repair or Relocation:*
 - A small amount of slack cable (15 – 20 feet) must be neatly stored in each Main Distribution Frame (MDF) in the event that a cable repair or relocation is required.
 - *Site Make Ready Work:*
 - Any trenching and conduit placement from the street to the building entrance point must include all necessary pavement and ground repair. All pavement and other grounds must be returned to its original condition. All installation of cabling, pathways, etc. must be to BICSI specification and the design specifications of the District.
- b. Leased Dark Fiber
- *Contract and Price Requirements:*
 - Proposals must include pricing for the following contract periods:
 - Five (5) years **initial term** with five (5) one-year annual renewals.
 - Ten (10) years initial term with five (5) one-year annual renewals.
 - Twenty years (20) initial and full term.
 - Proposals must include:
 - Monthly Recurring Costs (MRC) related to the circuit or fiber lease, including but not limited to taxes, maintenance, support, and any other recurring fees.
 - Non-Recurring installation Costs (NRC).
 - Special Construction Costs
 - The District prefers pricing to reflect Special Construction/Non-Recurring costs to lower MRC.
 - Provider must be willing to add additional sites as requested by the District using the same Proposed pricing without extending the Contract Period as detailed above.
 - Provider must be willing to increase bandwidth/fiber count as requested by the District to existing sites without extending the Contract Period as detailed above.
 - Within the scope of this solicitation, Service Provider must not prohibit, restrict, discriminate, or charge differently by user, content, website, platform, application, type of attached equipment, or method of communication.
 - **Fiber Requirements**
 - Fiber/Cable Type
 - Preference for non-dispersion compensated fibers consistently throughout the network.
 - Service Providers must identify the fiber type they use in their response and provide specifications for the fiber and cable.
 - The District anticipates lighting the Service Provider's fiber with a combination of 10GBASE G.694.1 100Ghz DWDM, 10GBASE Bi-Directional, 40GBASE and/or 100GBASE optical modules with LC/UPC connectors.
 - Preference for SC/UPC patch panels

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- Fiber Testing
 - Insertion loss testing measuring end-to-end attenuation (including all fiber, splices, and connectors) shall be conducted on all the fiber links. Insertion loss testing shall be done in both directions at the operating wavelengths of 1310 nm and 1550 nm. The double-ended loss test methodology shall be used.
 - The Service Provider must record all optical power measurements to the nearest tenth of a unit of measure (to one significant digit in the decimal place, i.e., -3.2 dB).
 - Test results must be permanently recorded and presented in both hardcopy and computer- readable format to the District for review. Any fiber link failing to meet the Link Loss Budget standards will be repaired or removed and replaced at no cost to the District with an installation that proves through testing to meet the standards.
 - The Fiber Network will not be accepted until all fibers meet the appropriate standards.
 - The Service Provider is required to provide documentation of their fiber testing procedures, including referencing procedures for fiber optic testing, prior to testing. This document must list equipment to be used (manufacturer and model number) and the date when it was last calibrated. All test equipment used must have been factory calibrated, or by an approved calibration service provider, within the past two (2) years.
- *Design Requirements:*
 - Preference for lowest-cost and geographically diverse fiber paths.
 - Proposers must provide fiber path route maps detailing the cable routes for the proposed fiber links.
 - Proposers may propose alternate architectures that meet the objectives of low total cost of ownership, fault resilience, and capacity.
 - Link Loss Budget
 - Preference for link loss of 4 dB or less as measured using a double-ended loss test at 1310 nm
 - Preference that link loss does not exceed 12 dB as measured using a double-ended loss test at 1310 nm
 - Proposers must identify in their proposal any links where the estimated link loss is expected to exceed 12 dB. The estimated link loss must be indicated for any exception.
- *Service Level Requirements:*
 - Preference that services are available with at least 99.99 percent reliability.
 - Preference for Mean Time to Restore of four (4) hours or less.
 - Provider must be willing to agree to Service Level Agreements (SLAs) with financial penalties for service outages, lack of availability of the contracted service capacity, and any failure to meet quality of service specifications for Link Loss Budget.
 - Provide Build Out Schedule. Service Provider must meet E-Rate established timelines for construction completion, and lighting service where applicable.

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c. Leased LIT Fiber

- District is also soliciting bids for leased Lit fiber service with the following specifications in order to find the most cost-effective solution:
 - 10 Gbps, 40Gbps, 100Gbps pricing will need to be provided and will be used for comparisons with dark fiber solution to find the most cost-effective solution.
 - Pricing for 1Gbps – 10Gbps will need to be provided as needs for the district may change over the course of the contract term.
 - Five (5) years **initial term** with up to five (5) one-year annual renewals.
 - Ten (10) years initial term with up to five (5) one-year annual renewals.
 - Twenty years (20) initial and full term.
 - Leased lit fiber services bids will need to connect the following locations to the district hub, the locations are listed below.
 - Connections for Leased Dark Fiber detailed as follows:

Hazeldale Elementary	20080 SW Farmington Rd	Beaverton	97007
Errol Hassell Elementary	18100 SW Bany Rd	Beaverton	97007
Cooper Mountain Elementary	7670 SW 170 th	Beaverton	97007
Scholls Heights Elementary	16400 SW Loon Dr.	Beaverton	97007
Nancy Ryles Elementary	10250 SW Cormorant Dr.	Beaverton	97007
Hiteon Elementary	13800 SW Brockman Rd.	Beaverton	97008
Sexton Mountain Elementary	15645 SW Sexton Mountain Rd.	Beaverton	97007
Vose Elementary School	11350 SW Denney Rd.	Beaverton	97008
Greenway Elementary	9150 SW Downing Dr.	Beaverton	97008
Conestoga Middle School	12250 SW Conestoga Dr.	Beaverton	97008
Whitford Middle School	7935 SW Scholls Ferry	Beaverton	97008
McKay Elementary	7485 SW Scholls Ferry	Beaverton	97008
Montclair Elementary	7250 S. Vermont St.	Portland	97223
Raleigh Hills	5225 SW Scholls Ferry Rd	Portland	97225
Raleigh Park Elementary	3670 SW 78 th Ave.	Portland	97225
10615 SW 5 th Street	10615 SW 5 th Street	Beaverton	97005
Transportation	10420 SW Allen Blvd	Beaverton	97005
Fir Grove Elementary	6300 SW Wilson Ave.	Beaverton	97008
Highland Park Middle	7000 SW Wilson Ave.	Beaverton	97008
Chehalem Elementary	15555 SW Davis Rd.	Beaverton	97007

That pricing among all responsive proposals submitted for leased dark fiber service will be compared with any proposed leased lit fiber solutions received to find the most cost-effective solution.

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3. **ADDITIONAL REQUIREMENTS:**

- a. Background Checks. All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

SECTION III– STATEMENT OF WORK
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1. **FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0260
The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.
2. **PROPOSALS ARE OFFERS:** Pursuant to OAR 137-047-0310
A Proposal submitted in response to this solicitation is the Proposer's offer to enter into a Contract.
 - a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this solicitation.
 - b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
 - c. The District's award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
 - d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this solicitation.
3. **PROPOSAL PREPARATION:** Pursuant to OAR 137-047-0400
A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this solicitation. Failure to submit Proposals in accordance with the provisions of this solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:
 - a. Submit a complete Proposal (a Proposal that meets all requirements of this solicitation);
 - b. Provide the District with all required and requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Proposal prior to closing;
 - d. Identify (on the Proposer Certification form) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification form) Written acknowledgment of receipt of all Addenda.
4. **PROPOSAL SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. To ensure proper identification and handling, Proposals must be submitted appropriately marked by email with the Proposer's name and the solicitation number clearly legible in the "RE:" line of the email.
 - b. Proposals must emailed to contracts@beaverton.k12.or.us.
 - c. Facsimile and hard copy Proposals will not be accepted.
 - d. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this solicitation.
 - e. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to closing.
5. **ADDENDA:** Pursuant to OAR 137-047-0430
 - a. **Issuance; Receipt.** The District may change this solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification form.
 - b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the Oregon Buys website. Addenda may be downloaded from the Oregon Buys website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the Oregon Buys website until the solicitation closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of closing and at least once daily the week of the closing.
 - c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the closing if

SECTION III– INSTRUCTIONS TO PROPOSERS

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the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the closing unless the Addendum also extends the closing.

- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

6. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

Proposers may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this solicitation:

- a. **Questions, Clarifications, Changes.** All questions regarding this solicitation must reference the solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this solicitation.
- b. No oral questions will be accepted other than at the preproposal conference (if any).
- c. Questions received by the District prior to deadline will be answered in a written addenda.
- d. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the procurement process or the solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. Written protests must be clearly marked with the solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us.
- e. **Deadline.** Questions, changes, clarifications, or solicitation protests must be received no later than the date/time stated in Section I SOLICITATION SCHEDULE. The District will not consider any solicitation protest or request for change that is submitted after the submission deadline.
- f. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Proposer, whether orally or in Writing, does not change the solicitation and is not binding on the District unless the District amends the solicitation by written Addendum.
- g. Protesters must exhaust all administrative remedies before seeking judicial review.

7. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS: Pursuant to OAR 137-47-0440

A Proposer may modify or withdraw its Proposal in Writing only prior to closing. Modification or withdrawal must:

- a. Be clearly marked "Proposal Modification" or "Proposal Withdrawal" and marked and delivered as described in PROPOSAL SUBMISSION above;
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are solely responsible for ensuring that the District receives its modification or withdrawal prior to the solicitation closing date and time. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead and signed by an authorized representative of the Proposer.

SECTION III– INSTRUCTIONS TO PROPOSERS

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8. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS:** Pursuant to OAR 137-47-0450
 - a. The District will open each proposal that has been properly submitted. The District will use the time stamp of the District’s email system as the sole determinant for properly submitted proposals.
 - b. The District will not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
 - c. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for award has been published.

9. **LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:** Pursuant to OAR 137-47-0460
Any Proposal received after closing is late. A Proposer’s request for withdrawal or modification of a Proposal received after closing is late. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.

10. **MISTAKES:** Pursuant to OAR 137-47-0470
To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If mistakes in a Proposal are discovered after opening, but before award of the Contract, the District may take the following action:
 - a. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
 - b. The District may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing.
 - c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470(2)(c) and (d).
 - d. The District will reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents accompanying the Proposal.

11. **AWARD:** Pursuant to OAR 137-47-0600
 - a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any solicitation or Contract resulting from a solicitation at no penalty.
 - b. If awarded, the District will award a Master Trade Services Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this solicitation.
 - c. The District may award by item, groups of items or the entire Proposal.
 - d. The District may award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of multiple awards does not preclude the District from awarding a single Contract.
 - e. The District may award a Contract for parts of the solicitation for which acceptable Proposals have been received.
 - f. The District may award all or none offers if the evaluation shows an all or none award to be the most Advantageous or in the best interest of the District.
 - g. The District may reject all or part of Proposals and may issue a new solicitation on the same or revised terms, conditions and specifications.
 - h. When Proposals are identical the District must award the contract Pursuant to OAR 137-046-0300.

SECTION III– INSTRUCTIONS TO PROPOSERS

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

The District will provide a written Notice of Intent to Award (NOI) to all Proposers at least seven (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's award will not be final until the later of the following:

- a. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the award.

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

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the solicitation or applicable law.
 - v. That fails to meet the specifications of the solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the solicitation or the procurement process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
 - iii. Misconduct, error, or ambiguous or misleading provisions in the solicitation threaten the fairness and integrity of the competitive process.
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the solicitation.
 - v. The District cancels the solicitation in accordance with OAR 137-047-0660.
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

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

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

15. PROPOSAL COSTS:

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

SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 22-0021

Leased Dark Fiber

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

- a. Proposers may protest the award of a Contract, or the intent to award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied.
- b. Proposers must email a written protest to the Purchasing Manager, addressed to contracts@beaverton.k12.or.us
 - I. Email must be clearly marked as a Protest to the award of a contract arising from: add Title of solicitation and solicitation number
 - II. Email must be received within seven (7) Days after the issuance of the NOI.
 - III. The Proposer’s protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2).
 - IV. Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District’s Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
- e. Decision. If a protest is not settled, or resolved by the Purchasing Manager, the Superintendent, or designee, has the authority to resolve the protest.
- f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.

If the District upholds the protest, in whole or in part, the District may in its sole discretion either award the Contract to the successful Protestor or cancel the procurement or solicitation.

17. **ADDITIONAL REQUIREMENTS:**

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

18. **CONFIDENTIALITY OF PROPOSALS:**

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

- a. If a proposer has specific information, they deem Confidential or Proprietary, provider must:
 - i. submit a separate clearly marked copy of the proposal with the information clearly delineated and marked as “containing Proprietary or Confidential Information”.
 - ii. The information must be redacted in such a manner as to keep the formatting intact but the content should not be legible.
- b. The District will use the non-redacted copy for evaluation purposes but may release the reacted copy pursuant to a Public Records Request.
- c. If a Public Records Request claims that the redacted material is not subject to retention, the District will submit the redacted copy and the non-redacted copy to the Washington County District Attorney for review and their opinion will be final.
- d. If a Proposer does not submit a redacted copy in their Proposal submission the District may, at its option, release the non-redacted copy without notice to the Proposer.
- e. If a Proposer marks their entire Proposal as Confidential or Proprietary the District may ignore such marking and release the proposal or declare the Proposal non-responsive and return it to the Proposer.

SECTION IV RESPONSE AND EVALUATION

Solicitation No: RFP 22-0021

Leased Dark Fiber

1. INTRODUCTION:

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

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Should be sent to in searchable MS Word/pdf format to contracts@beaverton.k12.or.us. Elaborate artwork and visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- b. The Proposal page limit is 15 digital pages, not including the required documents (Attachments A – H).

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and should be submitted as the cover of the Proposer's response. Do not assume the District has any prior knowledge of the Proposer.

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

- a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.
- b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**
 - i. LEASED DARK FIBER REQUIREMENTS or LIT FIBER.
 - A. Describe in detail how Proposer will provide Leased Dark Fiber or Lit Fiber. Address each applicable item in SECTION II – STATEMENT OF WORK for each service Proposer is proposing for. Focus on the Proposer's ability to perform all of the required tasks.
 - ii. SERVICE LEVEL AGREEMENT, MEAN TIME TO RESTORE, BUILD OUT.
 - A. Describe in detail how Proposer will meet the requirements for Service Level Requirements, Mean Time to Restore, and Build Out. Specifically address each applicable item in SECTION II – STATEMENT OF WORK for each service Proposer is proposing for
 - B. Provide a brief narrative of the Proposer's history and capabilities.
 - C. Provide a brief narrative of the proposed staffing approach for the District's account.
 - iii. PRICE SCHEDULE.
 - A. Provider's submission in Price Schedule response must:
 - (i) Be submitted on the Price Schedules provided (see SECTION V – ATTACHMENT H1 Leased Dark Fiber and H2 Lit Fiber Service),
 - (ii) Proposer may submit a price schedule for Leased Dark Fiber or Lit Fiber Services or both.
 - B. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.

SECTION IV RESPONSE AND EVALUATION

Solicitation No: RFP 22-0021

Leased Dark Fiber

iv. INSURANCE REQUIREMENT.

A. Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENT G).

v. REFERENCES.

A. Provide five (5) professional references from projects similar to the scope of this solicitation, and from accounts of similar size and complexity. K-12 school district references of similar size to the District are preferred.

B. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENT F) is required.

C. At its discretion, the evaluation committee may choose to check references, or to evaluate them without calling or otherwise contacting.

4. **EVALUATION CRITERIA:**

The District will convene an evaluation committee to score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the maximum total points that may be awarded to each evaluation criteria, as well as the interview (if required). The committee will recommend the Proposer(s) with the most award points to be named in a Notice of Intent to Award a Contract. The committee’s recommendation may be presented to the Chief Information Officer, who may, (i) concur with the recommendation, (ii) request that interviews be conducted or further clarifications be requested, or (iii) request that the Purchasing Manager reject all proposals and cancel the RFP, pursuant to applicable rules for doing so. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

EVALUATION CRITERIA MATRIX		Maximum Points Possible
i.	Quality of Connection	30
ii.	Service Level Agreement, Recovery Time Objective, Build Out	30
iii.	Price Schedule	40
iv.	Insurance Requirements	Pass/Fail
v.	Reference	Pass/Fail
PROPOSAL CONTENT SUB-TOTAL		100
INTERVIEW – (If Required)		
5.	Interview	20
INTERVIEW SUB-TOTAL		20
COMBINED TOTAL		120

5. **INTERVIEWS:** (if conducted)

a. The evaluation committee may elect to interview the top ranked Proposers if the evaluation committee considers it necessary or desirable. Optional interviews are at the District’s discretion.

b. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.

SECTION IV RESPONSE AND EVALUATION

Solicitation No: RFP 22-0021

Leased Dark Fiber

- c. If interviews are required, the points awarded for the interview will be added to the points awarded for the other evaluation criteria to calculate a final score, which will be used to support the committee's contract award recommendation.
- d. Particular details about the interviews will be issued to those firms invited to interview.
- e. Such interviews and any presentation materials will be at the Proposer's expense.

6. PROPOSAL EVALUATION:

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

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

SECTION V – ATTACHMENTS
Solicitation No: RFP 22-0021
Leased Dark Fiber

PROPOSAL SUBMISSION CHECKLIST

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

REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

- ___ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- ___ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- ___ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- ___ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- ___ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- ___ PROPOSER REFERENCE FORMS – (Attachment F)
- ___ PRICE SCHEDULE – (Attachment H1 or H2)

___ **DETAILED PROPOSAL CONTENT REQUIREMENTS**

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

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

- ATTACHMENT G Master Price Agreement
- ATTACHMENT I Hypothetical Fiber Design

SECTION V – ATTACHMENTS

ATTACHMENT A

Solicitation No: RFP 22-0021

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this solicitation.
3. The Proposer further warrants that if this proposal is accepted, the Provider agrees to all terms and conditions found in the sample contract.
4. The Proposer agrees to provide insurance as required in the sample contract terms and conditions (see Attachments).
5. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
6. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
7. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all terms and conditions and provisions thereof.
8. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
9. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency _____.
10. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
11. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
12. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Email Address: _____

Phone: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 22-0021

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

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

Part A. Proposer is a Corporation:

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

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

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

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

(Please check all that apply):

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

Proposer Signature: _____ Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 22-0021

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

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

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

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

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

DECLARATION AND SIGNATURES

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

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

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

Instructions

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

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 22-0021
RELIABILITY

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 22-0021
FINANCIAL RESOURCES

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

If “yes,” explain. _____

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

If “yes,” explain. _____

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

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

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

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

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

If “yes,” explain. _____

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 22-0021

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation’s stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP 22-0021

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____

(Insert Name of Proposer)

Proposer must provide Five (5) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

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

This Contract is made and entered into by and between:

[Provider/Company Name] [Address]	Beaverton School District 1260 NW Waterhouse Ave Beaverton, Oregon 97006 Attention: Business Services Purchasing
--	---

SCOPE OF WORK: on a requirements basis.

SUPERSEDING EFFECT.

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): 1) Amendments to This Contract 2) This Contract; 3) Exhibit A Terms and Conditions, 4) Exhibit B District Solicitation (including issued addenda), Specifications and Drawings (included by reference); and 5) Exhibit C Provider Response.

Any Provider Response (proposals) attached to this Contract are incorporated solely for:

- (i) any statement of fees and schedule that is consistent with the terms of the Solicitation, this Contract and Exhibit A to this contract and
- (ii) any statement of Consultant's and its sub-consultants' scope of services that is consistent with the remainder of this Contract, or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability.
- (iii) To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract.
- (iv) In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to Owner shall control.

CONSIDERATION:

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Project Work Authorizations (PWA) are required prior to any work being performed and will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

CONTRACT PERIOD:

The contract period shall be upon contract execution through _____.

RENEWAL OPTION:

The contract may be renewed upon mutual Contract of the Parties for four (4) additional one (1) year periods.

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

Beaverton School District _____ District Representative Date _____ Cost Center Authority Date _____ Business Services Purchasing Date Not a valid Contract until all signatories are complete	Company Name _____ (typed or printed name of officer) _____ Signature Date Title: _____ Phone/Fax: _____ Email: _____ _____ CCB Number
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This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

Exhibit A – Terms and Conditions

1. **ASSIGNMENT.** The Contractor may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the District's prior written consent.
2. **REPRESENTATION.** Contractor represents and warrants to the District that (a) Contractor has the power and authority to enter into and perform this Contract, (b) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (d) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
3. **AUTHORITY.** The Contractor represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Contractor.
4. **CHANGES.** All amendments shall be pursuant to OAR 137-047-0800. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District and Contractor.
5. **CLEAN UP.** The Contractor shall keep the premises free from accumulation of waste materials rubbish caused by operations under this Contract. At completion of the Work, the Contractor shall remove all tools, equipment and waste/surplus and clean all surfaces. If Contractor fails to perform this clean-up operation the District after 24 hours notice to the Contractor may perform this function with cost being borne by the Contractor and deduct from monies due.
6. **COMPLIANCE WITH LAWS.**
 - a. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law. If the Contractor fails to comply the District shall have the right to terminate this Contract.
 - b. Contractor expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
 - c. Contractor, its subcontractors, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Contractor certifies that (i) it is not an employee of the District; (ii) if Contractor is currently performing work for the District or the federal government, Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
7. **CONFIDENTIAL INFORMATION:** Contractor acknowledges that it or its employees, sub-Contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, sub-Contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Contractor's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
 - a. **NON-DISCLOSURE.** Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and to advise each of its employees, sub-Contractors, and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise the District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with the District in seeking

Exhibit A – Terms and Conditions

injunctive or other equitable relief in the name of the District or Contractor against any such person. Contractor agrees that, except as directed by the District, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Contractor will turn over to the District all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

- b. **INJUNCTIVE RELIEF.** Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

8. CONTINUING OBLIGATION. Notwithstanding the expiration date of this Contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

9. CUTTING AND PATCHING. Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors, subcontractors, or the District. Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided however, that if a different condition is specified in the Contract Documents, then the Contractor shall be responsible for restoring such surfaces to the condition specified.

10. DAMAGES. The Contractor is responsible for damage to any property, District owned or otherwise, that is a result of Contractor or subcontractor negligence while work is in progress.

- a. The Contractor shall be responsible for repairing and replacing anything damaged by his operations, within thirty (30) days after notification by the District.
- b. The Contractor shall:
- i. Clean, repair and/or repaint all surfaces soiled, discolored or damaged by removal of tape, adhesive or other work to match existing surfaces.
 - ii. Bear all costs associated with damage incurred during the work, which includes but is not limited to gypsum board, windows, mullions, and elevator cars.
 - iii. Report to the District any damages found prior to performing work.
 - iv. If the Contractor fails to make repairs or replace damaged materials, as necessary, the District shall deduct the amount of any damages from the Contractor's payment.
- c. Should any of the Work, and such goods, materials, equipment and furnishings, be destroyed, mutilated, defaced or otherwise damaged prior to the time the risk of loss has shifted to the District, the Contractor shall

repair or replace the same.

11. DELAYS IN DELIVERY. Neither the District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.

12. DISTRICT'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or persistently fails or neglects to carry out the Work or portions of the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the District, after 10 days' written notice to the Contractor and without prejudice to any other remedy the District may have, may make good such deficiencies and may deduct the reasonable cost thereof, including District's expenses and compensation for Consultant services made necessary thereby, from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. The right of the District to carry out the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity.

13. DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

14. FOREIGN CONTRACTOR. If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if the Contractor is not domiciled in or registered to do business in Oregon, the Contractor shall promptly provide the Oregon Department of Revenue all information required by that Department.

15. IDENTIFICATION OF EMPLOYEES. Contractor shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Contractor logo/name) while on District property.

16. INDEMNIFICATION.

- a. To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless the District, and its officers, agents and employees, and Architect, Architect's consultants and agents and employees from and against claims, actions, liabilities, damages, losses, costs and expenses, direct and indirect or consequential, including but not limited to reasonable attorneys' fees and other costs of defense and/or costs on such claims, and reasonable attorneys' fees and costs if the District is the prevailing party in disputes over the right to indemnification, arising out of or resulting from negligent performance of the Work, or any act or omission related to the Work performed under this Contract, and arising in whole or in part from the negligence of the Contractor, its agents, any of its subcontractors of any tiers and anyone directly or indirectly employed by the Contractor or subcontractors of any tier. Contractor's duty of defense shall arise immediately upon assertion of any claim actually or allegedly covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any limitations upon Contractor's duty of indemnification.
- b. Court Action: To the extent any portion of any

Exhibit A – Terms and Conditions

indemnification or insurance provision of this Contract is stricken by a court for any reason; all remaining provisions shall retain their vitality and effect. Without limitations, to the extent the indemnity or insurance provisions of this Contract are covered by ORS 30.140, such provisions shall apply to the fullest extent permitted under ORS 30.140.

17. INDEPENDENT CONTRACTOR. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the District.

18. INSPECTION AND ACCEPTANCE. The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the plans and/or specifications are not being met, the District shall issue a written notice to comply and will provide the Contractor with a 'cure date'. If the Contractor does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all work performed and goods delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.

19. INSURANCE. Before commencing work, Contractor shall procure and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Provider has employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate. May be waived if Provider has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the District Risk Manager.
- e. "TAIL" COVERAGE. If any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or

services.

- f. If the Work to be performed involves removal of hazardous materials such as asbestos, mold, lead, or others a POLLUTION COVERAGE provision shall be included with specific coverage for asbestos and lead with limits equal to the General Liability coverage.
- g. CERTIFICATES OF INSURANCE. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 1260 NW Waterhouse Ave, Beaverton, OR 97006. The Contractor agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this Contract.
- i. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.

20. INVOICING AND PAYMENT. Contractor shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District through the end of the calendar month. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice less 5% retention. Final payment including retention shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless specifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, via email ap@beaverton.k12.or.us or 1260 NW Waterhouse Ave, Beaverton, OR 97006 with a copy to the District Representative. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and the quote provided for the individual project (if applicable), the project name/number and the District Representative's name.

21. GOVERNING LAW/VENUE. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Contractor shall be cumulative and may be exercised successively or concurrently.

Exhibit A – Terms and Conditions

22. MANUFACTURES WARRANTIES. Manufactures warranties received by the Contractor which are applicable to any material equipment, parts, property and services furnished by the Contractor under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.

23. NO WAIVER OF CONDITIONS. Failure of the District to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.

24. OTHER CONTRACTS. The District may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and District's employees and carefully fit its own work to such additional work as may be contracted for by the District. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by District employees.

25. PERFORMANCE STANDARD. The Work under this Contract shall be performed in a manner consistent with a high standard of construction practices for projects of a similar nature. Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing any Subcontractors to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work. The Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

26. PERMITS AND RESPONSIBILITIES. Without additional expense to the District, the Contractor shall be responsible for maintaining any necessary licenses and permits.

27. PERFORMANCE AND PAYMENT BOND. If the value of this Contract exceeds \$50,000 the Contractor shall, prior to starting Work, provide Performance and Payment Bonds equal to the Contract price.

28. PUBLIC WORKS BOND. If the value of this project exceeds \$50,000 Pursuant to 279C.836; Contractor shall file with the CCB a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000.

29. PREVAILING WAGES. If the value of this project exceeds \$50,000, pursuant to ORS 279C.840, the hourly rate of wage of any contractor or subcontractor or other person doing or contracting to do any part of the Work pays to workers employed in the performance of any part of this Contract shall not be less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2022 and PWR amendment dated April 1, 2022. They may be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

Workers will be paid not less than the applicable prevailing wage rate for the type of work being performed. ORS 279C.830(1)(c); OAR 839-025-0020(5)(a). If the project is subject to both the state

prevailing wage rate law and the federal Davis-Bacon Act, every contract and subcontract must contain a provision that states the workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(d); OAR 839-025-0020(5)(b). Every contract and subcontract must contain a provision that requires any subcontractor to have a public works bond filed with Construction Contractors Board before starting work on a public works project, unless the subcontractor is exempt from the bond requirement. ORS 279C.830(2)(b) and (c); OAR 839-025-0020(3) and (4) Contractors and subcontractors must pay workers on public works projects no less than the applicable prevailing rate of wage for the type of work they perform. ORS 279C.840; OAR 839-025-0035(1).

30. PRICING. All pricing is considered fixed and firm for the Contract term. The Contractor warrants that the price of the Goods and Services covered by this Contract are not in excess of the Contractor's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods and Services.

31. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall be responsible for all aspects of safety and safety precautions and programs in connection with the Work.

- a. The Contractor shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other items incorporated or to be incorporated into the Work, until the Work is completed and accepted by the District.
- b. DISTRICT-FURNISHED, CONTRACTOR-INSTALLED ITEMS: The Contractor shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other District-furnished items incorporated or to be incorporated into the Work, from the time the Contractor accepts receipt of the items, until the Work is completed and accepted by the District.
- c. 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 the Contractor or its employees, subcontractors or agents stored on District premises.

32. PUBLIC CONTRACTS. This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:

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

33. SECURITY CHECK: The Contractor agrees that each of its employees, subcontractors' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any subcontractor, employee or agent. Notwithstanding the foregoing, Contractor, and not the

Exhibit A – Terms and Conditions

District, remains solely responsible for performing background checks on, and screening for public safety all employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.

34. CROWD CONTROL/SAFETY. It is the responsibility of the Contractor to ensure that neither District employees, students, nor the public are exposed to possible hazardous conditions during Work. The Contractor shall ensure that all containment equipment and exposure safeguards are installed and functioning properly at all times. Contractor shall provide, erect, and maintain all planking, shoring, barricades, and warning signs (bi-lingual). The Contractor shall adhere to all OSHA safety rules while the work is in progress.

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

36. SUPERINTENDENCE. During the progress of the Work, a competent superintendent shall be present on site at all times and represent the Contractor.

37. TAXES. The District is tax exempt from Federal, State and Local taxes. The District is a governmental entity and thus specifically excluded from being a subject taxpayer per the rules. Please do not include the CAT on any invoice, change order, or proposal for work. For solicitations or bids which have the CAT included, we will ignore the line of the submission. For any contracts, we will be processing deductive contract modifications.

38. TERMINATION.

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties. The District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Contractor.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - i. Pricing increases pursuant to Price Escalation/De-Escalation clause above.
 - ii. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - iii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iv. Contractor no longer holds any license or certificate that is required to perform the Work; or
 - v. Contractor commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as

to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.

- c. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days' notice to the District if the District fails to pay Contractor pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Contractor's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Contractor warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the District to indemnification by Contractor. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to the District upon demand.
- f. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the District's request, Contractor shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

39. TIME IS OF THE ESSENCE. The Contractor shall achieve Completion of the Work within the time provided on the first page of the Contract. Completion shall mean the Work shall be fully complete, including all punch lists items, and all documentation, drawings and warranties required under the Contract Documents shall have been delivered to District, and all required inspections, permits and approvals for use and occupancy of the Work shall have been procured and delivered. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of the Work.

40. TRANSPORTATION. The Contractor is responsible for transportation of its employees, tools, equipment, construction materials, etc., to and from the Work site.

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41. USE OF DISTRICT FACILITIES. Contractor shall have the right to use only those District facilities and utilities that are necessary to perform the Work.

- a. The Contractor shall provide, at his its own expense and by licensed personnel, all tie-ins and extensions to electrical, water, and waste connections, etc. All connections must be approved in advance by the District and all work relative to the utilities must be in accordance with the applicable building codes.
- b. All water connections shall include reduced pressure backflow protection or double check and double gate valves. All water must be shut off at the end of each shift.
- c. Contractor must ensure that all applicable electrical usage is in compliance with all UL and NFPA guidelines.

42. USE OF PREMISES.

- a. Contractor shall not interfere with any daily on-going building operations in areas that are scheduled for Work.
- b. All deliveries, storage of equipment or materials shall be coordinated with the Contract Manager.
- c. Contractor shall confine its apparatus, the storage of materials and operation of his staff to limits established by law, ordinances, permits or directions of the District.
- d. The work site shall be kept in an orderly and safe fashion so as not to interfere with the progress of the work or the work of any other Contractor or District staff.

43. WAIVER. 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.

44. WARRANTY.

- a. The Contractor warrants to the District that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be performed in a skillful and workmanlike manner, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear or normal usage.
- b. If, within one year after the date of Final Completion of all the Work or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this subparagraph with no additional cost promptly after receipt of written notice from the District to do so. If the Contractor does not promptly initiate work to correct the Work designated in the notice, the District may proceed to correct the Work, the District may dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs. This obligation shall survive

acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

- c. All implied warranties recognized by the Uniform Commercial Code apply to this Contract and the Contractor shall not issue any disclaimer to the UCC.

45. WORKSITE CONDUCT. All laborers and workers, while working in and around the Work/Project, shall act in a professional manner. The Contractor shall enforce proper discipline and decorum among all laborers and workers on the Site and shall control, among other things: 1) noise, including music; 2) the use of offensive language; 3) smoking or drinking of alcoholic beverages, or use of illegal substances on the Site; 4) physical violence; 5) riding in the passenger elevators; 6) theft; and 7) the transportation of articles or materials deemed hazardous.

46. BUSINESS EQUITY. The Contractor understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (DMWESBDSVBE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent DMWESBDSVBE content, by contract value, in completing our capital bond work, and the Contractor shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

47. COOPERATIVE PARTICIPATION. Pursuant to ORS 279A.215 other Governmental Agencies may utilize this Contract. Notwithstanding any limitations or exclusions, it shall be assumed that the Provider will extend this Contract to any other public agencies during the life of this Contract.

48. SUSPENSION OF SERVICES. The District may suspend Provider's right/obligation to provide services without prior notice to the Provider, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the services to be not in the best interests of the District. The District will not be obligated to pay for services not provided.

49. COUNTERPARTS. This Contract may be executed in several counterparts, electronic or otherwise, each of which shall be an original, all of which shall constitute the same instrument.

50. PUBLIC HEALTH REQUIREMENTS. The Provider shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent relevant to the circumstances.

In accordance with OAR 333-019-1030, all persons engaged to provide goods and/or services at a school or school-based program which takes place at or in school facilities, must be fully vaccinated against COVID-19 or have a documented medical or religious exception. Provider attests that all of their employees, visitors or volunteers are in compliance with this rule. Provider agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, visitors or volunteers. Provider further agrees that it will maintain such documentation, including vaccination verification and documentation of medical or religious exceptions, for at least two

Exhibit A – Terms and Conditions

years. Provider further agrees to furnish proof of compliance with this rule to the District at their request. Provider agrees to indemnify, defend, and hold harmless the District from any violations or civil penalties assessed as a result of Provider failing to comply with this rule.

*District Public Contracting Rules can be found on the following website:
<https://www.beaverton.k12.or.us/departments/purchasing>

SECTION V – ATTACHMENTS

ATTACHMENT I

Solicitation No: RFP 22-0021

HYPOTHETICAL FIBER DESIGN

Green = Current BSD HS Fiber Ring

Purple = Hypothetical new Connections

