



REQUEST FOR PROPOSAL

BACKGROUND SCREENING SERVICES

PROPOSALS DUE ELECTRONICALLY BY MAY 5, 2023, 10:00 A.M. LOCAL TIME

**BEND-LA PINE SCHOOLS EDUCATION CENTER
520 NW WALL ST. BEND, OR 97703
BUSINESS OFFICE**

PROCUREMENT & CONTRACT MANAGER

**AMY CORONADO
541-355-1137**

SOLICITATION NO: 23-0505-01

**BEND-LA PINE SCHOOLS
BACKGROUND SCREENING SERVICES
RFP 23-0505-01**

GENERAL INFORMATION

Bend-La Pine Schools (the District), is submitting a Request for Proposal (RFP) for professional background screening services. Vendors who demonstrate an ability to meet the enclosed requirements, specifications and timelines are invited to submit a proposal as specified herein.

Proposal Submission

Each proposer shall submit one (1) electronic copy of their proposal to amy.coronado@bend.k12.or.us. Email Subject line shall read: “**RFP 23-0505-01 BACKGROUND SCREENING SERVICES**”. All proposals must be received electronically by Amy Coronado, Procurement and Contract Manager, Bend La-Pine Schools, no later than:

May 5, 2023 at 10:00 a.m. Local Time

At which time and place acceptance of proposals will be closed, and all proposals then received will be opened but not read. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

Calendar of Events

Proposed Timetable

Event	Deadline/Date
Issue Request For Proposals	April 5, 2023
Proposer’s written questions and requests received by	April 17, 2023
Release of amendment to RFP, if appropriate	April 20, 2023
Proposals DUE	May 5, 2023
Interviews, if necessary	May 11, 2023
Intent to award	May 18, 2023
Contracts signed by	May 25, 2023

We will make every effort to administer the proposal process in accordance with the Calendar of Events. However, we reserve the right to modify the proposal process and dates.

**BEND-LA PINE SCHOOLS
BACKGROUND SCREENING SERVICES
RFP 23-0505-01**

Bend-La Pine Schools is requesting proposals from qualified Firms to support the need for Background Screening Services. Vendors who believe their solution meets the enclosed requirements, specifications and timelines are invited to submit a proposal as specified herein.

Offers must be received electronically by Amy Coronado at amy.coronado@bend.k12.or.us at Bend-La Pine Schools, no later than:

May 5, 2023 10:00 a.m. Local Time

Method of Award: The District intends to award one contract to the top successful Vendor. The District reserves the right to award more than one contract if suitable for the District's needs.

Proposers shall submit their offers on the attachments provided in accordance with the instructions provided herein. All forms shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions shall be directed to Amy Coronado by email amy.coronado@bend.k12.or.us. Please include in the subject line ***RFP: 23-0505-01 BACKGROUND SCREENING SERVICES***.

Please review the enclosed documents carefully.

Sincerely,

Amy Coronado
Procurement and Contract Manager
BEND-LA PINE SCHOOLS
(541) 355-1137
Amy.coronado@bend.k12.or.us

SECTION 1
INSTRUCTION TO PROPOSERS
RFP 23-0515-01

1. **INTRODUCTION:** These instructions outline the proposal submission procedures, evaluation of proposals, and the award of a contract. The term “District” or “Contracting Agency” refers to the Bend-La Pine Schools. The term “Proposer” or “Proposer” or “Firm” refers to any entity submitting a proposal in response to this solicitation. “Proposals” may also be referred to as “offers”. The term “Vendor” refers to any Proposer(s) or Bidder(s) or Firm(s) awarded a contract.
2. **SOLICITATION REVIEW:** Proposers must carefully review this document and are responsible for knowing and understanding the terms and conditions included in, or applicable to, this document. Unless defects, ambiguities, omissions or errors are brought to the District’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.
3. **CHANGE, CLARIFICATION, OR PROTEST:** Proposers may request changes or clarification to, or protest the contract terms and conditions and/or the specifications of the RFP. Proposer’s comments must be made in writing via email to amy.coronado@bend.k12.or.us and received by the District at least ten (10) days prior to the RFP due date to allow enough time for issuance of an addendum, if required. Email Subject line shall read: **“QUESTION-RFP 23-0505-01 BACKGROUND SCREENING SERVICES”**. Such comments shall include:
 - A. A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
 - B. A description of the resulting prejudice to the Proposer; and
 - C. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for one hundred twenty (120) days from the due date. All emails containing requests or protests must be clearly marked to facilitate handling. The District shall not consider a Proposer’s request for change or protest after the RFP due date and time. The District shall provide notice to the applicable Proposer if it entirely rejects the request or protest. If the District agrees with the Proposer’s request or protest, in whole or in part, the District shall issue an addendum reflecting its determination.

4. **ADDENDA:** Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow Proposers sufficient time to consider the changes or additions in preparing their offers. **The Proposer shall acknowledge receipt of all addenda by printing, signing and including with the proposal all addenda pertaining to this REP issued on the District Contracting webpage.** At its discretion the District may extend the RFP due date and time to allow Proposers time to analyze and adjust to any changes. The District shall notify Proposers of any such changes to the due date and time in the addenda. Proposers are responsible to make inquiry as to any addenda issued.

<https://www.bend.k12.or.us/district/organization/contracting>

5. **MODIFICATION OR WITHDRAWAL:** Proposers may modify or withdraw their submitted proposals only prior to the RFP due date and time. Any modification or withdrawal shall be made in writing, prepared on the Proposals’ letterhead, signed by an authorized representative of the Proposer, and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn). Modifications or withdrawals must be submitted via email to amy.coronado@bend.k12.or.us.

- 6. SUBMITTING PROPOSALS:** Proposers are solely responsible for delivering offers in the designated manner to the designated delivery point prior to the RFP due date and time. Proposers must submit one (1) original proposal electronically to amy.coronado@bend.k12.or.us.
- A. To ensure proper identification and handling, offers shall be submitted electronically with the subject line to read **“RFP 23-0505-01 BACKGROUND SCREENING SERVICES”**.
 - B. Facsimile, flash drives or paper copy offers will not be accepted.
- 7. MINIMAL SUBMITTAL REQUIREMENTS:** See Section IV Proposal Submittal Procedures for minimal submittal requirements.
- 8. RECEIVING OFFERS:**
- A. Each offer will be electronically time-stamped with the date and time it was received. Offers shall be held unopened and stored in a secure place until the RFP due date and time. The District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed and/or identified. If offers are opened inadvertently or are opened prior to the RFP due date and time due to improper marking and identification by the Proposer, the opened offer will be resealed and stored.
 - B. Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of the District.
 - C. When the proposal due date and time has passed, the District will cause the proposals to be opened and recorded. The number of proposals received, the identity of Proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.
- 9. LATE PROPOSALS:** Proposals received after the specified due date and time shall not be considered and shall be held unopened by the District until after the award of the contract. The District shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the Proposer. The District reserves the right, at its discretion, to consider offers that have been delayed or mishandled by the District.
- 10. OFFER ACCEPTANCE:**
- A. By signing and returning a Proposal, the Proposer acknowledges it has read and understands the terms and conditions contained in the RFP and Proposal Document and that it accepts and agrees to be bound by the terms and conditions of the RFP and Proposal Document.
 - B. A Proposer’s offer shall be firm, irrevocable, valid and binding on the Proposer for not less than one hundred twenty 120 days from the Proposal due date and time unless otherwise specified. The District may request either orally or in writing that a Proposer extend the time for acceptance.
- 11. CANCELLATION/REJECTION OF OFFERS:** The District may cancel the solicitation if such cancellation is in the best interest of the District. The District may reject for good cause any offer:
- A. That is not in compliance with prescribed RFP procedures and requirements; or
 - B. Upon the District’s written determination, it is in the public interest to do so; or
 - C. If the Proposer is not responsible, e.g., the Proposer has failed to perform under some other contract of a similar nature with the District; or
 - D. If the offer is not signed in ink; or
 - E. When the Proposer fails to supply an offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
 - F. When the Proposer fails to include acknowledgement of all addenda issued; or
 - G. When the offer contains an alteration or erasure, which is not initialed by the signer.

- 12. MISTAKES BY PROPOSER:** The District has the authority to waive any and all minor deviations, informalities or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form, rather than substance, that is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other Proposer or the District. Errors in judgment made in an offer by a Proposer shall not be waived.
- 13. RESPONSIVE/RESPONSIBLE PROPOSER:** A responsive proposal is one that conforms in all-material respects to the RFP. The District reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.
- 14. CLARIFICATION OF RESPONSES:** District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.
- 15. REFERENCES:** References are required as part of the response to this solicitation. Please refer to Section IV for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.
- 16. PUBLICITY:** News releases pertaining to this project will not be made without prior approval by, and in coordination with the Communications Director of the District.
- 17. COLLUSION:** A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- 18. RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES:**
- A. **USE OF RECYCLED MATERIALS**
Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.
 - B. **PREFERENCE FOR RECYCLED MATERIALS**
As required by Law, the District shall prefer materials of supplies manufactured from recycled materials if these recycled product is available, and it meets the requirements set forth in the Specifications.
 - C. **SUSTAINABLE PRACTICES AND PRODUCTS**
The District supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

19. CONFIDENTIALITY: The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.492), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- A. It shall be clearly marked in bulk and on each page of the confidential document.
- B. It shall be kept separate from the other RFP documents in a separate envelope or package.
- C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- E. This statement (in D. above) shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. ***The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.***

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District’s decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

20. METHOD OF AWARD:

- A. The contents of the proposal of the successful Proposer(s) will become contractual obligations if an award is made. Failure of the successful Proposer to accept any contractual obligations may result in cancellation of the award.
- B. A contract shall be awarded only to the responsible Proposer that submits the highest scoring and most responsive bid which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the bid is reasonable and it is in the best interest of the District to accept it.
- C. A Notice of Intent to Award (NIA) will be published after the evaluation process is complete. Public notice of award will be made by posting the NIA on the District’s website.

21. PROPOSER PREFERENCE:

In determining the lowest responsible Proposer, the District shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident Proposer equal to the percent, if any, of the

preference given to that Proposer in the state in which the Proposer resides. Each Proposer must identify whether the Proposer is a “Resident Proposer” as defined in ORS 279A.120(1).

22. EVALUATION AND AWARD:

A. Evaluation.

1. The District shall review offers to determine whether an offer is responsive and/or a Proposer is responsible. The District will award a contract only to a responsible Proposer with a responsive offer.
2. The District may set forth special evaluation criteria (other than price) in Section V –that will be used to determine the lowest responsive and responsible Proposer including product acceptability. No offer shall be evaluated for any criteria not disclosed herein.
3. Unless expressly authorized, Proposers shall not make their offer contingent upon the District’s acceptance of any specifications of contract terms that conflict with or are in addition to those in this Proposal.
4. Per ORS 279B.060 (8) (a-h), (9):
 - (8) For purposes of evaluation, when provided for in the request for proposals, the contracting agency may employ methods of contractor selection that include, but are not limited to:
 - (a) An award or awards based solely on the ranking of proposals;
 - (b) Discussions leading to best and final offers, in which the contracting agency may not disclose private discussions leading to best and final offers;
 - (c) Discussions leading to best and final offers, in which the contracting agency may not disclose information derived from proposals submitted by competing proposers;
 - (d) Serial negotiations, beginning with the highest ranked proposer;
 - (e) Competitive simultaneous negotiations;
 - (f) Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers;
 - (g) A multistep request for proposals requesting the submission of unpriced technical submittals, and then later issuing a request for proposals limited to the proposers whose technical submittals the contracting agency had determined to be qualified under the criteria set forth in the initial request for proposals; or
 - (h) A combination of methods described in this subsection, as authorized or prescribed by rules adopted under ORS 279A.065.
 - (9) Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

B. Award.

1. The District shall award the contract only to the responsible Proposer that submits the highest scoring responsive offer and that meets any special evaluation criteria.
2. After the evaluation process is complete the District shall provide written notice to all Proposers of the District’s intent to award the Contract (Notice of Intent to Award – NIA). Public notice of award will be made by posting the NIA on the District’s website. The District’s award shall not be final until the latter of the following:
 - (A) Seven (7) days after the date of the NIA, unless otherwise provided; or
 - (B) Until the District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protests.

23. AGGRIEVED PROPOSERS: Any adversely affected Proposer may submit a written protest of the District’s Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the seventh (7th) calendar day after the NIA is published.

- A. A Proposer is only adversely affected if the Proposer is eligible for award of the contract. The protesting Proposer must claim that the selected Proposer is ineligible for award:
 - 1. Because their offer was non-responsive; or
 - 2. The District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been the selected Proposer.
- B. The written protest must include the name of the person submitting the protest, the name of the Proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal in accordance with 23A above.
- C. The District shall not consider a protest that is submitted after the established time period.
- D. The aggrieved Proposer must serve all other Proposers with notice of its appeal to allow for rebuttal.
- E. Failure to give written notice of appeal to the District as provided herein constitutes a waiver by the aggrieved Proposer of any objections to the NIA.
- F. Disagreement with the bidding process is not justification for appeal.
- G. Protest Decision: Upon receipt of any appeal, the Chief Procurement Officer or designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected Proposer must take further protest to the School Board. The aggrieved Proposer must notify the Chief Procurement Officer in writing before such action is taken.

24. PRICES:

- A. The Proposer shall state prices and the units of purchase on the Bid Schedule form. Prices quoted for commodities or services must be in U.S. funds and must include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point specified so that, upon transfer of title, the commodity can be utilized or the services can be provided without further cost.
- B. Prices quoted must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately, directly below the unit prices for the affected item.

25. ACCEPTANCE PERIOD: All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. The District shall request in writing any extension of this sixty (60) day acceptance period.

26. PROPOSAL PREPARATION COSTS: The District is not liable for any costs incurred by the Proposer in preparation of the Proposal.

27. CONTRACT FUNDING: Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, the District reserves the right to cancel fixed quantity, multi-year term or requirements contracts at no penalty.

28. CONFLICTING TERMS: In the event that the Special Terms and Conditions (Section III) conflict with the General Provisions (Section II) or the Instructions to Proposers (Section I), the Special Terms and Conditions shall take precedence.

29. SAFETY: The vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

30. ACCESS AND SECURITY:

- A. The District may require particular security requirements, as appropriate, for delivery to District facilities.
- B. District has the legal authority to regulate access to its premises, which includes the authority to remove individuals who create an immediate danger.
- C. Persons delivering goods are prohibited from bringing any contraband, such as narcotic substances, weapons or intoxicating liquor onto the District premises
- D. An unauthorized introduction of any contraband onto District premises by a Contractor, or Contractor's employee may result in the immediate cancellation of this Agreement and subsequent Orders.
- E. Contractor's employees must be able to produce satisfactory personal identification upon request of the District. All Contractor's employees must display a name tag, badge, or company uniform identifying them as Contractor's employees.
- F. For any deliveries, including non-school hour deliveries, Contractor's employees may only access the location where goods are delivered and shall not access any other part of the facility for any reason.
- G. District shall control the means of access and Contractor shall use the type of access the District requires.

31. CRIMINAL HISTORY CHECK:

All Contractor's staff that have unsupervised contact with students are required to have background checks prior to work commencing. Contractor will provide the District with a list of all company personnel that will be on-site and will update/notify Nutrition Services five days prior to new employees visiting sites. At District's request, Contractor shall run criminal history checks (including re-checks) and screen any employee or agent of Contractor. The District may also perform a criminal history check and screen any employee or agent of Contractor, at Contractor's expense.

SECTION II
GENERAL PROVISIONS
RFP 23-0505-01

1. **ACCEPTANCE:** Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Proposer are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.
2. **APPLICABLE LAW AND DISPUTES:** Any dispute with respect to this Order shall be governed by the Bend-La Pine Public School District's Administrative Regulation DJ-AR.
3. **ASSIGNMENT:** This Agreement or any interest hereunder shall not be assigned or transferred by the Proposer without the prior written consent of the District. The District shall not consent to any proposed assignment unless and until the Proposer furnishes the District with two (2) executed copies of the assignment.
4. **BANKRUPTCY:** The District may terminate this Agreement in whole or in part by written or telegraphic notice:
 - A. If the Vendor shall become insolvent or makes a general assignment for the benefit of creditors: or
 - B. If a petition under any bankruptcy act or similar statute is filed by or against the Vendor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "Termination For Default" clause.
5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Proposer shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. The District shall have the right to immediately terminate this agreement if the Proposer fails to comply with such acts and regulations.
6. **IDENTIFICATION OF PROPOSER'S EMPLOYEES:** The Proposer shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved by the District. All prescribed identification shall immediately be delivered to the District, for cancellation upon the release of any Vendor employee. The Vendor shall include a clause containing the substance of this clause in all subcontracts hereunder.
7. **PROPOSER'S TAX ID NUMBER:** If goods or services procured through the RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made. Awarded Vendor must complete a W9 form.
8. **INSURANCE:** Before commencing work, Proposer shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Vendor's insurance carrier shall be filed with District before commencement of work. District shall be additionally insured on auto and liability policies:
 - A. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:** As required by statute.
 - B. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles:
\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.

- C. COMMERCIAL GENERAL LIABILITY to include premises operations, independent Vendors, products/completed operations, and blanket contractual: \$2,000,000.00 Combined Single Limit Bodily Injury, Property Damage, and personal injury-any one occurrence and with an annual aggregate limit of \$4,000,000.00.
 - D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of Vendor and employees with a limit of \$2,000,000.00 per occurrence with an annual aggregate limit of \$4,000,000.00.
 - E. Certificates of Insurance shall be issued to Administrative School District No.1, 520 NW Wall Street, Bend, OR 97703.
 - F. The Vendor agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) days' notice of cancellation if non-renewal occurs during the agreement period.
- 9. DELAYS:** The Proposer shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated the Vendor should immediately give notice thereof to the District.
- 10. INDEMNIFICATION:** Except for claims arising out of acts caused by the sole negligence of the District, its agents, servants or employees, the Proposer, and employees of such, agrees to indemnify and hold harmless the District, its agents, servants, and employees, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants, and employees, causing injury to, or death of person (s) or damage to property arising out of services provided and from any expense incident to the defense of the District there from. The Proposer agrees to hold the District harmless from and to defend it against, any and all claims arising out of this Agreement.
- 11. NON-DISCRIMINATION:** The Proposer shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all Amendments thereto and the Equal Employment Opportunity Act and all amendments thereto, the Bend – La Pine Schools Administrative Regulations, and all regulations issued hereunder by the Federal and State governments. If the Proposer fails to comply with such acts and regulations, the District shall have the right to immediately terminate this Agreement.
- 12. NO WAIVER OF CONDITIONS:** The District's failure to insist upon strict compliance shall not be deemed to be a waiver of any right and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.
- 13. CHANGES:** The District may, at any time, by written order from the District's Purchasing Department or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
- A. In the specifications (including drawings, designs, products or services);
 - B. In the method or manner of performance of the work;
 - C. In the property or services; or
 - D. Directing acceleration in the performance of the work.
- If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made, and the order modified in writing accordingly. Any claim by the Firm hereunder, must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.
- 14. TERMINATION FOR CONVENIENCE:** The District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. The District shall pay all reasonable costs incurred

by the Vendor up to the date of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

15. NO MODIFICATION OF ORDER: The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.

16. TERMINATION FOR DEFAULT:

A. The District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the Agreement. Such provisions generally include, but are not limited to:

- 1) Standard terms and conditions included in all Contracts
- 2) Product or service specifications
- 3) Delivery or completion requirements; or
- 4) Pricing and price escalation/de-escalation clauses

B. The District's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to the District that is provided either by law or under the Agreement, unless other remedies are expressly limited by the terms of the Agreement.

C. Unless otherwise agreed upon in the Agreement, the District will provide the Vendor written notice of its intent to terminate the Agreement or the Vendor's performance. If the Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the Agreement, the notice shall include:

- 1) The effective date of termination (which may be the date of notice receipt);
- 2) The grounds for termination,
- 3) Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.

17. STANDARD SERVICES CONTRACT: Proposers are advised to thoroughly review and familiarize themselves with the standard contract incorporated as Attachment A.

18. NEGOTIATION WITH AWARDED VENDOR: The District reserves the right to negotiate final contract terms with the awarded vendor to the fullest extent allowed by law and as in the best interest of the District.

SECTION III
SPECIAL TERMS AND CONDITIONS
RFP: 23-0505-01

SCOPE: The purpose of this solicitation is to select a firm to provide a thorough and secure background screening of our volunteers, newly hired employees and contractors for all schools and offices in the District. Student safety is an important component in this project. We are seeking a firm that can provide a complete, consistent and accurate screening that searches all criminal history records of an individual and is not a data base screening process. We are seeking to have multiple users with different levels of clearance access to the data.

BACKGROUND: The District is a publicly supported school system serving the Bend-La Pine area. The District operates thirty (31) schools and five (5) support sites. There are approximately 6,000 total new volunteers and employees each year. Our volunteers serve in many different capacities including, unsupervised one on one interaction with students, overnight field trips or sporting events and help out in many areas of our schools and support sites. It is imperative that the background screen be thorough and accurate prior to volunteers and new employees beginning to work with our students and staff. The District is seeking to obtain a service that can fulfill the background screening requirement at a price competitive rate while minimizing risks for the District.

CONTRACT PERIOD: The District intends to award a single contract to the top successful firm for an initial term of three (3) years with the option to extend for three (3) additional one (1) year periods.

SPECIFICATIONS AND REQUIREMENTS:

- A.** The background screen must include a comprehensive criminal search for records that is not a data base only search and is real-time aggregated data.
 - 1. The records search must include, but is not limited to, county court records, address history trace, state and county repository records, federal records, felony and misdemeanor records, national sex offender registry, security watch list and international records.
 - 2. The search must verify that the social security number, name and date of birth entered on the application are true and accurate and have been issued to the applicant. This will include locating any previous names or an alias not listed on the application and any possible variations on the name.
 - 3. Vendor must have the ability to submit (in person) a written records search request to any courthouse located in all 50 states, if required by the individual court. Request must be delivered as soon as possible and no later than five business days from the time the volunteer application was received.

- B.** The District is requesting a secure web-based application process that collects information entered by the applicant.
 - 1. At a minimum, this would include name, date of birth, social security number, home address, mailing address, school or department and an electronic signature.
 - 2. Provide an application in English and Spanish languages at a minimum.
 - 3. Provisions must be made to accommodate applicants who do not have an email account.
 - 4. Notify the applicant that the application is received, either electronically, via US mail or other method if an email is not available.
 - 5. Provide a system that supports multiple volunteer categories.
 - 6. Provide an option that allows the volunteer to make a donation towards the cost of the background check in part or in full.

7. Ensure that multiple applications for the same individual are not completed within the same approval cycle.
 8. Track the approval expiration date of applications and automatically notify applicants to complete an updated background check.
 9. Notify applicants of the final approval or denial of the application.
- C.** Provide a secure online process for the District to obtain results of a background check.
1. Provide a system that allows any individual without a record to automatically be moved to an approved status without action from the District.
 2. Allow custom letters to be mailed to applicants based on multiple levels of approvals or a denial, as triggered by the District.
 3. Have a process that accommodates a permanent exclusion at the District's discretion.
 4. Comply with the Fair Credit Reporting Act and mail Adverse Action Notifications directly to applicants.
 5. Provide a way to programmatically extract data. Preferably via a REST API.
 6. Provide results of the background check in a timely manner.
 7. Provide multiple levels of security access to employees of the District.
 8. Ability to exclude a previously approved volunteer.
 9. Vendor must have a process in place to protect against the loss, misuse or unauthorized alteration of personally identifiable information collected from applicants.
 10. Provide an automated interface to integrate directly with other systems (such as a Visitor Management System) and automatically exchange data via SFTP at least daily.
- D.** Background check system shall provide a function to hold, review and approve COVID-19 vaccination or OHA exception forms as required by [Oregon Health Authority Rulemaking 333-019-1030](#).
- E.** Background check system shall provide support through an automated process to review as part of the background check process the Oregon Department of Education's Sexual Misconduct Verification System, as required by [Oregon Department of Education Sexual Misconduct Verification System \(Senate Bill 155\)](#).
- F.** Vendor will provide a monthly invoice. Invoice must include applicant name, date submitted, unit cost and invoice total.

QUESTIONIRRE: Please address the following questions in your proposal:

- A.** Describe in detail your process for completing an accurate, thorough and secure background check.
- B.** Please provide a copy of any existing contracts that include cooperative language within the past two years.
- C.** Describe how you ensure all Volunteer information is kept secure.
- D.** What is your estimated time frame for implementation and outline the process or steps for implementation?
- E.** Explain other features of your proposal that you want us to consider.
- F.** Please detail areas your firm is not able to meet that are outlined in the specification and requirements.
- G.** List any and all costs or charges that will be incurred for services performed under this agreement. Please include a detailed description of what each charge covers.
- H.** Please supply a list of all Oregon School Districts or Educational Service Districts (ESD's) you are currently serving.
- I.** What languages do you accommodate?
- J.** How will you process and communicate with applicants who submit applications without an email?

**SECTION IV
PROPOSAL SUBMITTAL PROCEDURES
RFP 23-0505-01**

PROPOSAL DEADLINE:

Electronic proposals will be accepted until 10:00 a.m., local time, May 5, 2023, Bend-La Pine Schools, Email Subject line shall read "**RFP 23-0505-01: BACKGROUND SCREENING SERVICES**". All proposals shall be emailed to amy.coronado@bend.k12.or.us.

Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of emailed proposals or of mis delivery regardless of fault. All proposals received after the date and time indicated above will be returned via email.

MULTIPLE PROPOSALS:

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

RESTRICTIONS ON DISTRICT CONTRACTS:

From the issue date of this RFP until a firm is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact:
Amy Coronado (541) 355-1137 amy.coronado@bend.k12.or.us.

RIGHT TO REJECT PROPOSALS:

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

We reserve the right without prejudice to reject any and all proposals.

COST OF PREPARING A PROPOSAL:

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

PROPOSAL CONTENT AND FORMAT: To simplify and expedite the review process, the District requests that proposals are assembled in the standard format specified below. Failure to follow the proposal format requirements may result in disqualification.

If revisions become necessary to the RFP, the District will provide addenda by posting on the District's website at <https://www.bend.k12.or.us/district/organization/contracting>. It is the responsibility of proposers to check the District's website periodically while preparing the proposal to ascertain whether any addenda have been issued.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Please prepare your proposal in the following format:

SECTION IV Cont
Proposal Format
RFP 23-0505-01

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

1. **INTRODUCTION:** The title page, letter of transmittal and table of contents should be included in this section.
 - A. Title Page - Indicate the RFP subject, name of the vendor(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the District's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
 - B. Letter of Transmittal - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP.
 - C. Table of Contents - Indicate the page number of each major section.

2. **EXECUTIVE SUMMARY:** Provide a concise overview highlighting the proposal in two pages or less. What differentiates your Program from that of your competitors and what value does such differentiation bring to your customers? Why should Bend- La Pine Schools choose your program?
 - A. **VENDOR BACKGROUND AND QUALIFICATIONS:**
Provide narrative responses to the following, including any necessary documentation, for each item listed below.
 - 1) How long you have been in business.
 - 2) Are you a local, regional, national, or international operation?
 - 3) The location of the office from which the work is to be done.
 - 4) Has the firm been the object of any disciplinary action or pending action during the past three (3) years with state regulatory bodies or professional organizations? (If yes, please provide information on the circumstances and status.)
 - 5) Provide staff qualifications, expertise, and education, with a description of the range of activities performed by those expected to be supporting the District.
 - B. Please describe your hiring process for your staff and state if your employees have had background checks.

3. **SCOPE OF SERVICES:** Address all needs listed in Section III of the RFP.

4. **FEE SCHEDULE:** Address all costs and fees associated in this proposal.

5. **REFERENCES:** Please list references as described in Section III.

6. **REQUIRED SIGNED FORMS:** Each submittal shall contain the following forms in the Proposal. All forms must be signed and dated:
 - A. Proposal Submittal Form (page 18).
 - B. Attachment B: Certification of Non-Discrimination and Residence (Page 27).
 - C. Attachment C: Signature Page Certification sheet (page 28).
 - D. Attachment D: Attestation Form (page 29).
 - E. Signed Addenda (print from District's website contracting page and sign, if any).

SECTION IV Cont
PROPOSAL SUBMITTAL FORM
RFP 23-0505-01

ADDITIONAL REPRESENTATIONS

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

1. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.
2. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.
3. The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
 - A. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - B. Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - C. No attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - D. No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
 - E. Said Proposer is not in arrears to the District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the District and has not been declared irresponsible, or unqualified, by any department of the District or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none");
4. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions
5. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - A. The selected proposal must be approved by the authorized District officer.
 - B. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the authorized District officer must approve the resultant contract.

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

Signature of Proposer: _____

Title: _____ Date: _____

**SECTION V
PROPOSAL EVALUATION PROCEDURES
RFP 23-0505-01**

1. PROPOSAL REJECTION

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth herein.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of proposers in making any award.
- E. to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.
- F. to reject all proposals.
- G. to award any or all parts of any proposal.
- H. to request references and other data to determine responsiveness.

2. SELECTION AND EVALUATION PROCESS

Evaluations will be conducted by the evaluation committee using the following matrix below:

	CRITERIA	POINTS AVAILABLE PER SCORER
1.	Pricing: The pricing of the Background Screening and Content Completeness, and variety offered	25
2.	Services: The services offered and quality of work. Initial and ongoing availability for training.	25
3.	Vendor competency, expertise, and history: Experience supporting a large District.	15
4.	Time schedule: Scheduling capacity and timeline for providing proposed services.	10
5.	Operating efficiency and compatibility with the District.	25
TOTAL POINTS AVAILABLE		100

3. SCORING:

There is a total of 100 points available for initial scoring of proposals. The District intends to score proposals done by a selected committee and reserves the right to conduct demonstrations of the reporting software, if necessary, to the top scoring proposals. Travel expenses, if any, will not be reimbursed by the District but are the responsibility of the Proposer. Those Proposers invited to demo software will start with zero points and the demos will utilize the same evaluation criteria stated above.

4. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of one hundred twenty (120) days from the Proposal Opening Date.

5. PROTEST OF AWARD

In accordance with the Attorney Generals Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

6. RESERVATION IN EVALUATION

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

7. PROPOSER EXCEPTIONS:

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived. In addition to the District's Personal/Professional Services contract, please state if you have an agreement that you would like us to review. Please provide a copy of your agreement in your proposal.



BUSINESS OFFICE
 520 NW Wall Street
 Bend, Oregon 97701
 (541) 355-1137

**ATTACHMENT A
 Sample Contract**

**BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON
-PERSONAL/PROFESSIONAL SERVICES CONTRACT-**

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

1. **Effective Date and Termination Date.** The effective date of this contract shall be XXXXX, or the date which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be XXXXX. Initial set up time will be negotiated.
2. **Statement of Work:** Statement of Work will be attached as Exhibit A in contract.
3. **The value of this Contract, and maximum payment, unless revised by written agreement, is: \$XXXXXX (XXXXXXXXXX) Dollars including all expenses.**
4. **Payment for Work:** The District agrees to pay Contractor upon acceptance of work and in accordance with the standard terms and conditions as follows: Contractor shall bill District monthly as services are performed.
5. **Contract Documents.** This contract is the only contract document. A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

CONTRACTOR DATA AND SIGNATURE

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

Business Name: _____ I certify under penalty of perjury that Vendor is a [check one]:
 Business Address: _____ Sole Proprietorship Partnership
 Vendor Phone: _____ Corporation-for profit Corporation-non-profit
 Federal Tax ID# or Social Security #: _____ Other [describe here: _____]

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

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

X _____ Signature	X _____ Title
X _____ Name (please print)	X _____ Date

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

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.
3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
4. **Independent Contractor Status.** Contractor shall certify status as an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship.
5. **No Third Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.
8. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
 - e. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
9. **Payment of Invoices**
 - a. Method of Payment. Unless otherwise specified in **Payment of Work** section, payment shall be approved monthly by the District, net thirty (30) days.
 - b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
 - (i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
 - (ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 9(c), 9(d) or 9(e) by the District due to a breach or nonperformance by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
 - c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
 - (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care.

(i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

e. Non-Appropriation.

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

f. Adequate Funding.

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

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

- a. If terminated under 9© or 9(d) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
- c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

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

- a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
- b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
 - (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - (iii) for work performed on Saturday and on any legal holidays specified in ORS 279B.020.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

- a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
- b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

13. Hazardous Chemicals. Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Upon the District's request, Contractor shall immediately provide Safety Data Sheets for any such products.

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

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

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records

and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

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

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

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

- a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
- d. No Drugs. District property sites are designated drug-free zones.
- e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

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

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

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

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

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

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

- 22. Indemnity and Hold Harmless.** The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by any negligent act, error, or omission sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.
- 23. Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 24. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Deschutes County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 25. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 26. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 27. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
- 28. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
- 29. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.
- 30. Insurance.** Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

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

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$1,000,000, \$4,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$4,000,000. This insurance must include contractual liability coverage. Required by District Not required by District

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

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

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

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

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

- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

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

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

Consultant Printed Name

Consultant Signature

Date

**Attachment B
PROPOSAL CERTIFICATIONS
RFP 23-0505-01
BEND-LA PINE SCHOOLS**

NON-DISCRIMINATION CLAUSE

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

Agreed by: _____

Firm Name: _____

Address: _____

RESIDENT CERTIFICATE

Please Check One:

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

or

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

Please specify your state of residence:

Officer's Signature: _____

Type or Print Officer's Name: _____

**Attachment C
SIGNATURE PAGE
RFP 23-0505-01
BEND-LA PINE SCHOOLS**

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

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

The undersigned, by submitting a proposal, represents that:

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

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

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

Addenda: No. _____ to No. _____ inclusive.

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

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____

By: _____ Date: _____

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

Typed: _____

NAME

TITLE

If corporation, attest:

(Corporate Officer)

Attachment D
CONTRACTOR’S ATTESTATION OF COMPLIANCE WITH OAR 333-019-1030
RFP 23-0505-01
BEND-LA PINE SCHOOLS

OAR 333-019-1030 requires all persons contracted to provide services to or at a school with direct or indirect contact with students to be fully vaccinated against COVID-19 or have a documented medical or religious exception on or before October 18, 2021.

A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Oregon Health Authority, certifying that the individual has a physical or mental impairment that limits the individual’s ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.

A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority, signed by the individual stating that the individual is requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

The vaccination documentation and documentation of medical and religious exceptions must be:

- (a) Maintained in accordance with applicable federal and state laws;
- (b) Maintained for at least two years; and
- (c) Provided to the Oregon Health Authority upon request.
- (d) Stored by the Contractor

The Contractor signing below attests that all employees providing services described above to Bend-La Pine Schools, meet these requirements and that Contractor will comply with the required documentation.

Upon request, Contractor will provide to Bend-La Pine Schools the names of the employees who have a valid exception in order to be able to take reasonable steps to ensure that unvaccinated persons are protected from contracting and spreading COVID-19.

The undersigned Contractor attests that they have complied with these requirements.

Date: _____

Contractor:

Print Contractor Name

Signed By:

Name and Title