

GRANT SCHOOL DISTRICT 3 – GRANT UNION HIGH SCHOOL

ASHRAE LEVEL 2 ENERGY AUDIT

REQUEST FOR PROPOSALS

BUILDING SCIENCE/ENGINEERING SERVICES

PROPOSALS DUE:

Thursday, October 17, 2024

4:00 p.m., Pacific Time

Grant School District Office

401 N Canyon City Blvd, Canyon City, OR 97820

This project is funded with federal grant funds from the Department of Energy's Renew America's School (Round 2) award to the Oregon Department of Education dated October 15, 2024.

Grant Agreement No. SE-00001447

GRANT SCHOOL DISTRICT 3
Proposal Advertisement
Request for Proposals
ASHRAE Level 2 Energy Audit
Building Science/Engineering Services

NOTICE IS HEREBY GIVEN that Grant School District 3 (“District”) is seeking proposals from qualified firms to conduct an ASHRAE Level 2 Energy Audit for Grant Union Jr./Sr. High School, located at 911 S Canyon Blvd, John Day, OR 97845. This audit is part of our participation in the U.S. Department of Energy's Renew America's Schools (Round 2) Grant program.

Interested parties may obtain a copy of the Request for Proposals (the “RFP”) (and any related documents) by downloading a copy on District’s website at: <https://www.grantschooldistrict.org/construction>. Interested parties may receive a hardcopy of the RFP (and related documents) at Grant District 3 Office, 401 N Canyon City Blvd, Canyon City, OR 97820.

All proposals must be sent to District’s project manager, Nicholas Green, via email to nick@catalyst.win by **4:00 p.m. on Thursday, October 17, 2024**. District shall not consider any proposal received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format. The email subject line must clearly indicate “Grant Union High School ASHRAE Level 2 Energy Audit Proposal.”

Issue Date: October 1, 2024

Published: October 1, 2024 (Daily Journal of Commerce)
October 1, 2024 (School District Website)

GRANT SCHOOL DISTRICT 3
Request for Proposals
ASHRAE Level 2 Energy Audit
October 1, 2024

Grant School District 3 (“District”) is soliciting proposals (“Proposal(s)”) from qualified consultants interested in providing certain building science, engineering and related services for and on behalf of District, all as described in this Request for Proposals (this “RFP”). District is issuing this RFP in accordance with the informal selection procedures under OAR 137-048-0210 on the basis of price Proposals and other pricing information alone.

I. Project Description and Background

District intends to complete building energy efficiency improvements to Grant Union Jr./Sr. High School that require a comprehensive energy audit to identify opportunities for improving energy efficiency, reducing operational costs, and enhancing building performance. The selected firm will conduct an ASHRAE Level 2 Energy Survey and Analysis (the “Project”).

The estimated cost of the Project is \$. The estimated cost of the ASHRAE Level 2 Energy Audit services sought to be procured through this RFP is \$50,000.

Services are anticipated to begin immediately upon completion of a professional services agreement substantially in the form attached hereto as Exhibit A.

Project is funded with federal grant funds from the Department of Energy Renew America’s School (Round 2) Grant (“Grant”). District’s receipt of the Grant funds is subject to the terms and conditions of that State of Oregon Grant Agreement No. SE-00001447 dated on or about October 15, 2024 between the Oregon Department of Education and the Department of Energy (the “Grant Agreement”).

Project construction is anticipated to begin in June 2025 for certain HVAC improvements and must be completed on or before December 31, 2029, pending receipt of Additional Funds.

II. Scope of Services

Subject to the terms and conditions contained in this RFP, the selected consultant (the “Consultant”) will provide all building science, engineering and related services necessary for the Project to receive a compliant ASHRAE Level 2 Energy Audit, including, without limitation, the following tasks and services (collectively, the “Services”):

1. Review utility bills and energy consumption data for the past 24 months.
2. Conduct a detailed on-site survey of the building's energy systems.
3. Analyze energy use patterns and identify areas of inefficiency.
4. Provide a breakdown of energy use by end-use.
5. Identify and analyze energy conservation measures (ECMs).
6. Provide cost and savings estimates for recommended ECMs.
7. Prepare a comprehensive report detailing findings and recommendations.

In addition, Consultant shall review and make recommendations to the existing HVAC building plans and specifications (collectively, the “Plans”) for compliance with 2023 House Bill 3031 criteria. Additional information on Project, including the Plans, may be found on the Grant School District 3 website: <https://www.grantschooldistrict.org/construction>.

District anticipates that the Services will commence on or about November 1, 2024, and will be completed no later than February 28, 2025. The Consultant will work with, and report directly to, the District’s Superintendent or his or her designee. Contract deadlines may be extended based on written extensions approved by District.

The following requirements as to the form, content, and manner of submitting Proposals must be strictly observed; variance from these requirements may result in rejection of the Proposal as unresponsive. Proposals must not exceed ten (10) pages, excluding the cover letter (one page maximum) and insurance information (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum).

A person or firm interested in performing the Services (the “Proposer”) must submit a signed and dated Proposal to District containing the information identified below. Proposals will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting the minimum requirements will be forwarded to the District’s Evaluation Committee for review and evaluation.

III. Proposal Format

A. Minimum Required Qualifications. Failure to comply with one or more of the following criteria may result in rejection of the Proposal:

1. At least one copy of the submitted Proposal must bear an original signature [digital is acceptable] on the cover letter. A duly authorized representative empowered to bind the Proposer must sign the Proposal. The cover letter must include a statement specifically stipulating that the Proposer accepts the terms and conditions contained in this RFP. The letter must also name the person(s) authorized to represent the Proposer in any negotiations and the person(s) authorized to sign any contract which may result.

2. The Proposal must demonstrate that the Proposer has all valid applicable Oregon licenses, including, without limitation, all applicable licenses to perform the ASHRAE Level 2 Energy Audit in the State of Oregon and District.

3. Sufficient evidence to demonstrate the Proposer’s compliance with the following minimum levels of insurance: (a) general liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with limits of no less than \$1,000,000 combined single limit; (c) professional liability insurance (errors and omissions insurance) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (d)

workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

4. Each Proposal must include a signed certificate of non-discrimination pursuant to ORS 279A.110, substantially in the form attached hereto as Exhibit B. The Proposal must indicate whether the Proposer is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business.

B. Pass-Fail Qualifications. Each Proposal that meets the minimum required qualifications will be evaluated and ranked based upon price.

1. Professional Qualifications of Project Team. Provide an overview of the Proposer and qualifications for providing the Services. Describe the extent of principal's involvement. List key team members who will be assigned to the Project (including the project manager), their roles and responsibilities, and their qualifications and experience. Provide a resume for each key team member. Describe your familiarity with applicable state, federal, and local laws and regulations that relate to the Project. Identify any subconsultants needed to complete the Services and their qualifications and relevant individual experience. An organizational chart (project team) may be included.

2. Experience/Capabilities. Provide at least three examples of services rendered on projects completed in the last five years that best characterizes and demonstrates the Proposer's experience providing services similar to the Services. For each project included, provide information about the timeline and completion. The project manager or principal must be a licensed to perform ASHRAE Level 2 Energy Audits.

3. Availability. Indicate the amount and type of resources and number of experienced staff (including sub-contractors) available to perform the Services, including, without limitation, project workloads related to staff and resources for the duration of the Project. Demonstrate ability to provide responsive services to assist District based on the amount and type of staff resources available to perform the Services on the schedule anticipated by District. The Proposer must identify a basic timeline to accomplish the tasks outlined in this RFP.

4. References. Provide references and recommendations from at least five current or former clients. References should establish the Proposer's demonstrated ability to successfully and reliably complete similar projects.

C. Price Proposal. Consultant for the Project must submit a "Price Proposal" that includes the following:

1. Hourly Rates. A schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that would perform the Services in the form of an offer that is irrevocable for not less than 90 days after the date of the Proposal.

2. Time Estimate. A reasonable estimate of hours that the Proposer will require to perform the Services.

3. Task Description. A description of each task that the Proposer understands as comprising the Services.

4. Expenses. A list of expenses, including travel expenses, that the Proposer expects to incur in connection with providing the Services.

IV. Proposal Submission

To be considered, please submit an electronic copy of the Proposal to Nicholas Green, District's Project Manager, via email at nick@catalyst.win. **Proposals must be received by 4:00 p.m., Pacific Time on Thursday, October 17, 2024.** Proposals received after the date and time deadline will not be considered. Please clearly label the subject line of the email "Grant Union High School ASHRAE Level 2 Energy Audit Proposal."

V. Special Contract Requirements

District encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. District also encourages joint ventures or subcontracting with certified small business enterprises.

District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4), hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this RFP, all disadvantaged business enterprises will be afforded full and fair opportunity to submit a Proposal in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

VI. Selection Process; Contract Award

District will direct contract negotiations with the lowest-priced Consultant meeting all of the pass/fail criteria. Notwithstanding anything contained in this RFP to the contrary, in accordance with ORS 279C.110(6), "[t]he [District] may not pay a compensation level that exceeds a level that the [District] alone determines is fair and reasonable to the [District]."

D. If negotiations with the lowest-priced Consultant fail to result in a contract, District reserves the right, pursuant to OAR 137-048-0220(4)(f), to formally terminate negotiations and enter into negotiations with the second-lowest priced Consultant and, if necessary, the third-lowest Consultant and so on, until the negotiations result in a contract. If subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by District, District may terminate this RFP.

E. If a contract is awarded, District and Consultant will enter into District's form professional services agreement substantially in the form attached hereto as Exhibit A (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to District. Without otherwise limiting the generality of the immediately

preceding sentence, the Agreement will include the scope of services, terms and conditions concerning, among other matters, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, and District’s right to terminate the Agreement.

VII. ANTICIPATED SCHEDULE

RFP Issued	October 1, 2024
Requests/RFP Protest Deadline	October 8, 2024
Proposal Due Date	October 17, 2024
Price Evaluation/Pass-Fail Review (approx.)	October 18, 2024
Notice of Intent to Award (approx.)	October 21, 2024
Award Protest Deadline (approx.)	October 28, 2024
Contract Award	November 1, 2024

VIII. Protest Procedures

Proposers may submit to District’s Superintendent a written protest of the RFP, contractual terms or specifications, or consultant selection. To be considered, a protest must (a) identify the Proposer’s name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the Proposer believes will remedy the conditions upon which the protest is based, (c) be signed by the Proposer’s authorized representative, and (d) be submitted, in writing, to the District’s Superintendent at the address(es) set forth in this RFP. Any protest of this RFP or any consultant selection must be submitted in accordance with OAR 137-048-0240. A timely submitted protest will be resolved within a reasonable time following District’s receipt of the protest.

IX. Additional Information

A. Certification of Compliance with Tax Laws. By submitting a Proposal, the signatory must certify that the Proposer is not, to the best of the Proposer’s knowledge, in violation of any Oregon tax law. For purposes of the certification, “Oregon tax law” means any tax laws of the state or a political subdivision of the state including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.

B. Confidential Information.

1. Subject to ORS 279C.107, any Proposal submitted may be subject to public records requests as permitted by Oregon Public Records Law. District will attempt to maintain the confidentiality of materials marked “Confidential” if and to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information to comply with the terms and conditions of this RFP, each proposer must label any information that it desires to

protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

2. District will take reasonable measures to hold in confidence all such labeled information; provided, however, District will not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

3. In submitting a Proposal, each Proposer agrees that District may (a) reveal trade secret and/or other confidential materials and/or information contained in the Proposal to District staff and to any District consultant, and (b) post the Proposal on District's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each Proposer agrees to defend, indemnify, and hold District and each District officer, employee, and representative harmless for, from, and against all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire Proposal as a trade secret and/or confidential information may be disqualified.

C. Expenses; District Rights. Proposers responding to this RFP do so at their own expense; District is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Proposal. Notwithstanding anything contained in this RFP to the contrary, if in District's best interest, District reserves the right to, in accordance with applicable law, (a) amend and/or revise this RFP in whole or in part, (b) cancel this RFP, (c) extend the submittal deadline for responses to this RFP, (d) waive minor informalities and/or errors in the Proposals, (e) reject any or all Proposals for any reason and/or without indicating reasons for rejection, (f) and/or negotiate a final contract that is in the best interest of District. Further, District reserves the right to seek clarification(s) from any Proposer and/or require supplemental information from any Proposer. This RFP does not obligate District to award a contract and/or to procure the Services. District reserves the right to enter one or more contracts concerning the Services.

D. Questions. Any general questions regarding this RFP may be directed, in writing, to Nicholas Green, District Project Manager at:

nick@catalyst.win (preferred method)

Mail: Grant School District 3
Attn: Mark Witty, Superintendent
401 N Canyon City Blvd
Canyon City, OR 97820

[End of Request for Proposals]

Exhibit A

Sample Professional Services Agreement

[attached]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made effective on _____, 2024 (the "Effective Date") between Grant School District 3 ("District"), an Oregon special district, whose address is 401 North Canyon District Blvd, Canyon District, Oregon 97820, and _____ ("Consultant"), an Oregon _____, whose address is _____.

RECITAL:

District desires to retain Consultant to perform certain ASHRAE Level 2 Energy Audit services and related services for District. Subject to the terms and conditions contained in this Agreement, Consultant will perform the Services (as defined below) for and on behalf of District.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Financial and Planning Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following ASHRAE Level 2 Energy Audit services and related services for and on behalf of District (collectively, the "Services"): (a) those services and tasks identified in District's RFP-2024-04-EA (the "RFP") and (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services identified in the RFP. Consultant will (x) consult with and advise District on all matters concerning the Services reasonably requested by District, (y) communicate all matters and information concerning the Services to the District superintendent (or his or her designee) and report directly to the District superintendent (or his or her designee), and (z) devote such time and attention to performance of the Services as District deems necessary or appropriate.

1.2 Coordination; Schedule of Services. Consultant will perform the Services as defined in the RFP. All Services shall be completed prior to _____, 2025. Consultant will coordinate its performance of the Services with the District superintendent (or his or her designee). Consultant and District will routinely consult with each other to ensure effective and efficient provision of the Services.

1.3 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, District's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Consultant's timely and faithful performance of its obligations under this Agreement, District will pay Consultant (a) based on _____ submitted in Proposal (the "Cost") for the Services. Consultant will submit monthly invoices to District concerning that portion of the Services performed by Consultant and Consultant's sub-contractors during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Consultant and/or sub-contractors (and by whom); and (b) all other information and documentation District may reasonably request. District will pay the amount due under each Invoice within thirty (30) days after District has reviewed and approved the applicable Invoice. District's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by District for any portion of the Services not performed.

2.2 No Benefits; Reimbursement. District will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Consultant will provide, at Consultant's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services.

3. Relationship.

3.1 Independent Contractor. Consultant is an independent contractor of District. Consultant is not an employee of District. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of District to specify the desired results. This Agreement does not create an agency relationship between District and Consultant and does not establish a joint venture or partnership between District and Consultant. Consultant does not have the authority to bind District or represent to any person that Consultant is an agent of District. Consultant has the authority to hire other persons to assist Consultant in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. District will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to District as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, and/or order to which Consultant is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Consultant certifies that Consultant (and Consultant's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

4.2 Licenses; Quality of Services. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Consultant will perform the Services diligently, in good faith and in a professional manner, consistent with the degree of care and skill ordinarily exercised by the same or similar professional consultants, and consistent with the terms and conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate;

(b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles (if any) that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to District, will list District and each District Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of District. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to District. Consultant's insurance will be primary and any insurance carried by District will be excess and noncontributing. Consultant will furnish District with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by District. If Consultant fails to maintain insurance as required under this Agreement, District may terminate this Agreement due to Consultant's default and pursue all rights and remedies provided under this Agreement and/or applicable law.

4.4 Compliance with Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, all applicable District ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will indemnify and hold District and each present and future District employee, officer, and representative (individually and collectively, "District Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Consultant's acts and/or omissions (and/or the acts and/or omissions of Consultant's members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Consultant Representative(s)"); (b) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the "Deliverable(s)") to District upon the earlier of District's request or termination of this Agreement. All Deliverables provided to District will become the property of District who may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. District acknowledges that District's modification and/or reuse of the Deliverables without Consultant's prior approval will be at District's sole risk. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against District), and Consultant will be liable to District for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under

this Agreement for a period of five years after the termination of this Agreement. Consultant's records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Consultant agrees to provide District access to any books, documents, papers, and/or records of Consultant which are directly pertinent to this Agreement and/or the Services, including, without limitation, Consultant's time and billing records, for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the District superintendent of the order and complies with any applicable protective or similar order. Consultant will promptly notify the District superintendent of any unauthorized use, communication, or disclosure of any Confidential Information and will assist District in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Consultant and will exert Consultant's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of District's request or termination of this Agreement, Consultant will immediately return to District all documents, instruments, or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. If requested by District, Consultant will execute a written certification satisfactory to District pursuant to which Consultant will represent and warrant that Consultant has returned all Confidential Information to District in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by District as confidential and/or any documentation, information, and/or materials relating to or concerning District's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include District's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until _____, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of District and Consultant, and/or (b) District may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the other party. Upon receipt of the notice of termination, except as explicitly directed by District, Consultant must immediately discontinue performing all Services.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, District may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent contractor relationship with District or that otherwise reflects adversely on the reputation or operations of District; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with District; (c) problems occur in connection with the performance of the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation,

warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by District in its sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, District will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to District's obligations under Section 5.2. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by District will not constitute a waiver or termination of any rights, claims, and/or causes of action District may have against Consultant. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Consultant will deliver to District all materials and documentation related to or concerning the Services.

5.4 Remedies. If a party breaches and/or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign this Agreement to any person without District's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), District and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement

must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by District and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be made effective for all purposes as of the Effective Date.

DISTRICT:

Grant School District 3,
an Oregon special district

CONSULTANT:

[Company]
an [] company

By: Mark Witty, Superintendent

Federal Tax Id. No.: _____

By: _____

Federal Tax Id. No.: _____

Exhibit A
Scope of Work from RFP

Subject to the terms and conditions contained in this RFP, the selected consultant (the “Consultant”) will provide all building science, engineering and related services necessary for the Project to receive a compliant ASHRAE Level 2 Energy Audit, including, without limitation, the following tasks and services (collectively, the “Services”):

1. Review utility bills and energy consumption data for the past 24 months.
2. Conduct a detailed on-site survey of the building's energy systems.
3. Analyze energy use patterns and identify areas of inefficiency.
4. Provide a breakdown of energy use by end-use.
5. Identify and analyze energy conservation measures (ECMs).
6. Provide cost and savings estimates for recommended ECMs.
7. Prepare a comprehensive report detailing findings and recommendations.

In addition, Consultant shall review and make recommendations to the existing HVAC building plans and specifications (collectively, the “Plans”) for compliance with 2023 House Bill 3031 criteria. Additional information on Project, including the Plans, may be found on the Grant School District 3 website: <https://www.grantschooldistrict.org/construction>.

District anticipates that the Services will commence on or about November 1, 2024 and will be completed no later than February 28, 2025. The Consultant will work with, and report directly to, the District’s Superintendent or his or her designee. Contract deadlines may be extended based on written extensions approved by District.

Exhibit B

Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency will not discriminate against minorities, women, and/or emerging small business enterprises and/or a business enterprise that is owned or controlled by or that employs a disabled veteran in the awarding of contracts.

By signature of the authorized representative of the Proposer below, the Proposer hereby certifies to Grant School District 3 that the Proposer has not discriminated against minorities, women, and/or emerging small business enterprises and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any subcontracts; and, further, that if awarded the contract for which this proposal is submitted, will not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Proposer: _____