



INVITATION TO BID (“ITB”)

Solicitation No: 20-0006

For the Provision of

Armored Money Transfer Services

ITB Closing (Due Date & Time):

October 20, 2020 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton, Oregon 97003

October 1, 2020

INVITATION TO BID (“ITB”)

Solicitation No: ITB 20-0006

Summary

The purpose of this ITB (Solicitation) is to obtain competitive price quotes (“Bids”) from qualified suppliers for Armored Car services for the Beaverton School District.

No Pre-Bid Conference will be held for this Solicitation.

Interested Bidders must submit a Bid pursuant to the provisions of this Solicitation to Elizabeth Smith, Purchasing Agent, or designee, by email to contracts@beaverton.k12.or.us. **All Bids must contain the Solicitation Number in the Email Subject Line.**

BIDS MUST BE RECEIVED NOT LATER THAN:

SOLICITATION CLOSING: October 20, 2020 at 2:00 PM Pacific Time
LATE BIDS WILL NOT BE ACCEPTED

Timely received Bids will be considered in accordance with the applicable terms of this ITB.

Bidders are solely responsible for ensuring that the Beaverton School District receives their Bid.

Prospective Bidders must register with ORPIN – <http://orpin.oregon.gov/> to obtain the Solicitation documents.

Bidders must familiarize themselves with the entire Solicitation.

All questions and comments about this solicitation must be directed ONLY IN WRITING to Elizabeth Smith, Purchasing Agent, by e-mail to: contracts@beaverton.k12.or.us

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

SECTION I – INTRODUCTION

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1. **INTRODUCTION:**

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

2. **DEFINITIONS:**

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

3. **SOLICITATION REVIEW:**

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

4. **BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and six (6) Options Schools.
- c. The Beaverton School District Business Services Department supports the monetary and accounting needs for 54 schools, and 6 auxiliary sites.

5. **SCOPE OF WORK:**

The purpose of this Solicitation is to obtain bids to provide Armored and Bonded cash transfer services needed to safely and effectively receive cash and cash equivalent instruments and transfer or deliver them to a designated location. Currently the District's banking relationship is with Wells Fargo Bank and the Portland vault. See attached for listing of service locations.

6. **CONTRACT:**

The successful Bidder, selected by the District, will receive a Trade Service Master Price Agreement (referred to herein as a Contract). A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Bidders are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Purchase Orders (PO) will be issued by the District as needed.

7. **AMENDMENTS:**

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

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Bidder will be issued a Contract effective upon full execution, through December 30, 2021.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of four (4) one (1) year terms. In no event will the contract be extended beyond December 30, 2025.

9. DISTRICT REPRESENTATIVE:

The District Representative for this Contract is Tracy Westerfield.

10. SOLICITATION SCHEDULE:

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

Solicitation Milestone

Deadline for Questions

Submit Bids

Completion Date

October 9, 2020 at noon

October 20, 2020 at 2:00 PM

11. CONTACT DURING SOLICITATION:

Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Bid to rejection.

SECTION II- STATEMENT OF WORK
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1. **PURPOSE AND INTRODUCTION:** The purpose of this Solicitation is to establish a Trade Service Master Price Agreement (Contract) for Armored Car Money Transfer Services for the Beaverton School District.
2. **PROJECT DESCRIPTION:** The awarded bidder must be able to pick up and deliver coin and currency deposits to one bank cash vault processing center on a timely basis as scheduled and provide reporting and problem resolution services should a transportation issue arise. Coin and currency are to be picked up from the various locations for delivery to the designated depository, to be deposited in accordance with District instructions. The bidder will also be expected to return items to the District from the vault location. Bidder will pick up from each location at a frequency outlined in the sourcing event, which is subject to change during the term of the contract.
3. **SPECIFIC REQUIREMENTS:** The District may request all stops (54) serviced weekly, every-other week, or once a month depending on time of year. When no students are present, service is reduced due to low volume. During the school year, schools are typically serviced once a week. During school closures, holiday weeks in December and March, there is no service. Summer schedule is reduced to the Business Office and High Schools, every other week. Service level needs vary during the calendar year. The District reserves the right to cancel service stops ad hoc. Service day requested Wednesday but is flexible and not all stops must be completed same day. Service must be completed while school office staff is present, during normal school office hours. Estimated service window is requested from provider. District may add/delete future service locations as needed, i.e. new schools are opened, current schools closed for remodel or repair.
4. **PRICE SCHEDULE.** The attached Price Schedule identifies the estimated price structure for the required services and should allow for occasional extra services as required by the school calendar.
5. **ORDERING/ESTIMATED PURCHASE.** The Beaverton School District intends to order services on a yearly basis by issuing a Purchase Order under the Master Price Agreement. The estimated amount is not inclusive of any fuel surcharges assessed by the proposer which must be identified and agreed to prior to implementation. The District does not guarantee that any minimum amount of services will be purchased.
6. **CONTRACTING.** A Master Trade Service Price Agreement is provided in the attachment. Carefully review the terms and conditions of the Contract. The contract term shall be one year with the District option to renew the contract for four consecutive years in one year increments.
7. **ADDITIONAL INFORMATION.** All bidders must be legal entities, currently registered to do business in the State of Oregon. Bidders must submit verification that all insurance and licensing requirements are met.
8. **BUSINESS EQUITY:**
The Bidder understands that the District maintains a goal of engaging minority, women, emerging, service-disabled veteran and socially or economically disadvantaged businesses (DMWESBSDVBE) as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of ten (10) percent DMWESBSDVBE content, by contract value, in completing our capital bond work, and the Contractor shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

SECTION III- PROCUREMENT RULES

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1. FORMAL SELECTION PROCEDURE:

The District may procure Goods or Services by competitive Bids as set forth in ORS 279B.055.

2. PRE-BID CONFERENCE:

- a. **Purpose.** The District may hold pre-Bid conferences with prospective Bidders prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** If the District's pre-Bid conference is mandatory (as indicated on the Summary Page) a Bid submitted by a Bidder who did not attend the mandatory pre-Bid conference will be rejected.
- c. **Statements Not Binding.** Statements made by the District's representative at the pre-Bid conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. BIDS ARE OFFERS:

A Bid submitted in response to this Solicitation is the Bidder's offer to enter into a Contract.

- a. By signing and submitting a Bid, the Bidder acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation and all attachments.
- b. The Bid is a "firm offer," and must be held open by the Bidder for the District's acceptance for sixty (60) days.
- c. The District's Award of a Contract constitutes acceptance of the Bid and binds the Bidder to the Contract.
- d. The Bidder must not make its Bid contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation or attachments.

4. BID PREPARATION:

A Bidder must sign and submit its Bid in accordance with the instructions set forth in this Solicitation. Failure to submit Bids in accordance with the provisions of this Solicitation will be grounds to declare the Bid as non-Responsive. Bidders must:

- a. Submit a complete Bid (a Bid that meets all requirements of this Solicitation);
- b. Provide the District with all required and requested documents and descriptive literature;
- c. Initial any corrections or erasures to their Bid prior to Closing;
- d. Identify (on the Bidder Certification) whether the Bidder is/is not a "resident Bidder", as defined in ORS 279A.120(1);
- e. Provide (on the Bidder Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- f. Provide (on the Bidder Certification) Written acknowledgment of receipt of all Addenda.

5. BID SUBMISSION:

- a. Bids must only be submitted by email to contracts@beaverton.k12.or.us and include the Solicitation Number in the email subject line. Facsimile and/or paper Bids will not be accepted.
- b. The District is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in this Solicitation.
- c. Bidders are solely responsible for ensuring that the District receives their Bid at the required delivery point prior to Closing.

6. ADDENDA:

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Bidder must provide written acknowledgment of receipt of all issued Addenda in the space provided on the Bidder Certification.

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- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. It is the Bidders' responsibility to inquire about Addenda. Bidders should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bid. The District may extend the Closing if the District determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Invitation to Change or Protest.** Unless a different deadline is set forth in the Addendum, a Bidder may submit a Written Invitation to change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit an Invitation to Change or Protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Bidder's Invitation to Change or Protest to the Addendum only, and the District will not consider a Invitation to Change or Protest to matters not added or modified by the Addendum.

7. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

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

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Bid conference (if any). Questions received by the District prior to deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Bidder may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Bidder; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us.
- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon Pacific Time not later than ten (10) calendar days prior to the date Bids are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or Invitation to change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Bidder, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.
- e. Protesters must exhaust all administrative remedies before seeking judicial review.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF BIDS:

A Bidder may modify or withdraw its Bid in Writing only prior to Closing. Modification or withdrawal must:

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- a. Be clearly marked "Bid Modification" or "Bid Withdrawal" and marked and delivered as described in BID SUBMISSION above;
- b. Include the Bidder's statement that the modification amends and supersedes the prior Bid; Bidders are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder.

9. RECEIPT, OPENING, AND RECORDING OF BIDS:

- a. The District's email system will electronically record the time that each Bid and any modification was received.
- b. The District will not be responsible for the premature opening or failure to open a Bid that is not properly addressed and/or identified.
- c. Bids will be opened and recorded. The number of Bids received, the identity of Bidders, or the contents of any Bid will not be disclosed to the public until all Bids have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

10. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

Any Bid received after Closing is late. A Bidder's Invitation to withdrawal or modification of a Bid received after Closing is late. The District will not consider late Bids, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Bids that have been delayed or mishandled by the District.

11. MISTAKES:

To protect the integrity of the competitive Procurement process and to assure fair treatment of Bidders, the District will carefully consider whether to permit waiver, correction or withdrawal of Bids for certain mistakes. The District will not allow a Bidder to correct or withdraw a Bid for an error in judgment. If mistakes in a Bid are discovered after Opening, but before Award of the Contract, the District may take the following action:

- a. The District may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders.
- b. The District may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the District's correction in writing.
- c. The District may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only in accordance with OAR 137-47-0470(2)(c) and (d).
- d. The District will reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid.

12. AWARD:

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, a contract will be awarded to the Responsible Bidder submitting the lowest priced Responsive Bid. The Bid price will be determined by multiplying the number of units by the Offered Price Per Unit for each Product Type on the bid schedule, summing the products, and adding to that amount the sum of any other Offered Shipping & Other Unit Prices included on the Bid Schedule.
- c. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.

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- d. The District may award a Contract for parts of the Solicitation for which acceptable Bids have been received.
- e. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- f. The District may reject all or part of Bids and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- g. When Bids are identical the District must Award the contract Pursuant to OAR 137-046-0300.

13. NOTICE OF INTENT TO AWARD:

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

- a. SEVEN (7) calendar days after the date of the NOI, or
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

14. BID REJECTION.

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

15. SOLICITATION CANCELLATION:

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

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16. BID COSTS: Bidders responding to solicitations are responsible for all costs they may incur in connection with submitting Bids.

17. CONTRACT AWARD PROTEST:

- a. Bidders may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Bidders must deliver a written protest to the District within seven (7) Days after the issuance of the NOI. Protests may only be submitted by the Bidder who has been identified as the next successful Bidder in the event a Protest is upheld.
- b. The Bidder's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Purchasing Manager by email to contracts@beaverton.k12.or.us. The Bidder is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
- e. Decision. If a protest is not settled by the Purchasing Manager, the Superintendent, or designee, has the authority to resolve the protest.
- f. Bidders must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful Protestor or cancel the Procurement or Solicitation.

18. ADDITIONAL REQUIREMENTS:

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

19. CONFIDENTIALITY OF BIDS:

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

- a. The District will not disclose records submitted by a Bidder that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked "confidential" and segregated in the following manner:
 - A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Bid documents in a separate envelope or package and electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Bidder is instructed to respond with the following: "Refer to confidential information enclosed." This statement "Refer to confidential information enclosed." must be inserted in the place where the requested information was to have been placed.
- b. Bidders 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

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would be served by the confidentiality. The entire Bid must not be marked confidential. Should a Bid be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

- c. 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 Bidder. If the Bidder disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Bidder 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.

SECTION IV- RESPONSE AND EVALUATION

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1. **BID PREPARATION:**

- a. Bidder must complete and return as its Bid, the required Affidavit, Certifications and Forms included as Attachments to this Solicitation. (See Attached Bid Submission Checklist)
- b. Failure to complete, **sign**, and submit these and any other document(s) as requested or required in accordance with this Solicitation may be grounds to declare the Bid nonresponsive.

2. **FORMS**

- a. The attached forms are to be included in the Bid.
- b. Copies of the included forms (See Attached Bid Submission Checklist) are to be completed and submitted by the Bidder along with other required documents as required by the Instructions to Bidders.

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BID SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED BID CONTENT REQUIREMENTS
AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN BIDS.**

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

_____ BIDDER CERTIFICATION - This serves as the cover sheet for your Bid. (Attachment A)

_____ BID SCHEDULE. (Attachment B)

_____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)

_____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)

_____ BIDDER RESPONSIBILITY FORM – All Pages. (Attachment E)

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

ATTACHMENT F SAMPLE MASTER PRICE AGREEMENT

This checklist is provided for the Bidder's convenience in assembling your Bid and is NOT required to be returned with the Bid.

SECTION V – ATTACHMENTS
ATTACHMENT A
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BIDDER CERTIFICATION

Legal Name of Bidder (Firm): _____

Physical Address: _____

Mailing Address: _____

The Bidder certifies and agrees:

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

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

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS

ATTACHMENT B

Solicitation No: ITB 20-0006

BID SCHEDULE

See attachment for listing of schools/stops

Proposed pricing – if there is a minimum requirement please indicate

- Pricing per stop
- Minimum Weekly/Monthly/Annually

20-0006- ATTACHMENT B- BID SCHEDULE

FULLNAME	ADDRESS	ZIP	PRICING PER STOP	WEEKLY	MONTHLY	ANNUALLY
HIGH SCHOOLS						
Aloha HS	18550 SW Kinnaman Road	97078				
Beaverton HS	13000 SW Second St	97005				
Mountainside HS	12500 SW 175th Ave	97007				
Southridge HS	9625 SW 125th Ave	97008				
Sunset HS	13840 NW Cornell Rd	97229				
Westview HS	4200 NW 185th	97229				
MIDDLE SCHOOLS						
Cedar Park MS	11100 SW Parkway St	97225				
Conestoga MS	12250 SW Conestoga Dr	97008				
Highland Park MS	7000 SW Wilson Ave	97008				
Meadow Park MS	14100 SW Downing St	97006				
Stoller MS	14141 NW Laidlaw Rd	97229				
Mountain View MS	17500 SW Farmington Rd	97007				
Five Oaks MS	1600 NW 173rd Ave	97006				
Whitford MS	7935 SW Scholls Ferry Rd	97005				
Timberland MS *	650 NW 118th Avenue	97229				

*Will open in Fall 2021 as a MS

ELEMENTARY SCHOOLS

Barnes ES	13730 SW Walker Rd	97005				
Beaver Acres ES	2125 SW 170th Ave	97003				
Bethany ES	3305 NW 174th Ave	97006				
Jacob Wismer ES	5477 NW Skycrest Pkwy	97229				
Cedar Mill ES	10265 NW Cornell Rd	97229				
Greenway ES	9150 SW Downing Dr	97008				
Chehalem ES	15555 SW Davis Rd	97007				
Sato ES	7775 NW Kaiser Rd	97229				
Cooper Mountain ES	7670 SW 170th Ave	97007				
Elmonica ES	16950 SW Lisa St	97006				
Findley ES	4155 NW Saltzman Rd	97229				
Fir Grove ES	6300 SW Wilson Ave	97008				
Errol Hassell ES	18100 SW Bany Rd	97007				
Hazeldale ES	20080 SW Farmington Rd	97007				
Bonny Slope ES	11775 NW McDaniel Rd	97229				
McKay ES	7485 SW Scholls Ferry Rd	97008				
McKinley ES	1500 NW 185th Ave	97006				
Scholls Heights ES	16400 SW Loon Dr	97007				
Hiteon ES	13800 SW Brockman St	97008				
Montclair ES	7250 SW Vermont St	97223				
Nancy Ryles ES	10250 SW Cormorant Dr	97007				
Oak Hills ES	2625 NW 153rd Ave	97006				
Raleigh Park ES	3670 SW 78th Ave	97225				
Rock Creek ES	4125 NW 185th Ave	97229				
Ridgewood ES	10100 SW Inglewood St	97225				
Sexton Mountain ES	15645 SW Sexton Mtn Dr	97007				
Terra Linda ES	1998 NW 143rd Ave	97229				
Kinnaman ES	4205 SW 193rd Ave	97078				
Vose ES	11350 SW Denny Rd	97008				
West Tualatin View ES	8800 SW Leahy Rd	97225				
William Walker ES	11940 SW Lynnfield Ln	97225				
Aloha Huber Park K8	5000 SW 173rd Ave	97078				
Springville K8	6655 NW Joss Rd	97229				
Raleigh Hills K8	5225 SW Scholls Ferry Rd	97225				

OPTION SCHOOLS

Arts and Communication Magnet Academy HS	650 NW 118th Avenue	97229				
Beaverton Academy for Science & Engineering (Capital Center)	18640 NW Walker Road	97006				

International School of Beaverton HS	17771 SW Blanton St	97078				
Merlo Station HS	1841 SW Merlo Dr	97003				
DISTRICT OFFICES						
Business Office	16550 SW Merlo Rd	97003				
Nutrition Services	10740 NE Walker Rd D1	97006				

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: ITB 20-0006

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Bidder)

I state that:

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

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: ITB 20-0006

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

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

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

Bidder Name (signature)

Bidder Name (printed)

Bidder Title (printed)

Entity/Company Name (printed)

Date

**BIDDER RESPONSIBILITY FORM
(BIDDER'S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

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

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

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

Instructions

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

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: ITB 20-0006

RELIABILITY

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: ITB 20-0006

FINANCIAL RESOURCES

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

KEY PERSONNEL

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

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

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

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

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

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

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



MASTER PRICE TRADE SERVICES CONTRACT

Contract No: _____

This Contract is made and entered into by and between:

[Provider/Company Name] [Address]	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attention: Business Services Purchasing
--	--

SCOPE OF WORK: on a requirements basis.**SUPERSEDING EFFECT.**

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

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

CONSIDERATION:

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

CONTRACT PERIOD:

The contract period shall be upon contract execution through _____.

RENEWAL OPTION:

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

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

Beaverton School District	Contractor/Company Name
_____ District Representative Date	_____ (typed or printed name of officer)
_____ Cost Center Authority Date	_____ Signature Date
_____ Business Services Purchasing Date	Title: _____
Not a valid Contract until all signatories are complete	Phone/Fax: _____
	Email: _____
	_____ CCB Number

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

Exhibit A – Terms and Conditions

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

Exhibit A – Terms and Conditions

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

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

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

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

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

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

repair or replace the same.

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

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

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

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

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

16. INDEMNIFICATION.

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

Exhibit A – Terms and Conditions

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

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

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

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

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

services.

- f. If the Work to be performed involves removal of hazardous materials such as asbestos, mold, lead, or others a POLLUTION COVERAGE provision shall be included with specific coverage for asbestos and lead with limits equal to the General Liability coverage.
- g. CERTIFICATES OF INSURANCE. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Contractor agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- h. The District reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this Contract.
- i. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.

20. INVOICING AND PAYMENT. Contractor shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District through the end of the calendar month. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice less 5% retention. Final payment including retention shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless specifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, 16550 SW Merlo Road, Beaverton, OR 97003 with a copy to the District Representative. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and the quote provided for the individual project (if applicable), the project name/number and the District Representative's name.

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

22. MANUFACTURES WARRANTIES. Manufactures warranties received by the Contractor which are applicable to any material equipment, parts, property and services furnished by the

Exhibit A – Terms and Conditions

Contractor under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.

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

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

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

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

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

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

29. PREVAILING WAGES. If the value of this project exceeds \$50,000, pursuant to ORS 279C.840, the hourly rate of wage of any contractor or subcontractor or other person doing or contracting to do any part of the Work pays to workers employed in the performance of any part of this Contract shall not be less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2020. They may be found at the following website: http://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

Workers will be paid not less than the applicable prevailing wage rate for the type of work being performed. ORS 279C.830(1)(c); OAR 839-025-0020(5)(a). If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, every contract and subcontract must contain a provision that states the workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(d); OAR

839-025-0020(5)(b). Every contract and subcontract must contain a provision that requires any subcontractor to have a public works bond filed with Construction Contractors Board before starting work on a public works project, unless the subcontractor is exempt from the bond requirement. ORS 279C.830(2)(b) and (c); OAR 839-025-0020(3) and (4) Contractors and subcontractors must pay workers on public works projects no less than the applicable prevailing rate of wage for the type of work they perform. ORS 279C.840; OAR 839-025-0035(1).

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

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

- a. The Contractor shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other items incorporated or to be incorporated into the Work, until the Work is completed and accepted by the District.
- b. DISTRICT-FURNISHED, CONTRACTOR-INSTALLED ITEMS: The Contractor shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other District-furnished items incorporated or to be incorporated into the Work, from the time the Contractor accepts receipt of the items, until the Work is completed and accepted by the District.
- c. The District shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees, subcontractors or agents stored on District premises.

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

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

33. SECURITY CHECK: The Contractor agrees that each of its employees, subcontractors' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any subcontractor, employee or agent. Notwithstanding the foregoing, Contractor, and not the District, remains solely responsible for performing background checks on, and screening for public safety all employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.

Exhibit A – Terms and Conditions

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

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

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

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

38. TERMINATION.

- a. Terminate For Convenience. This Contract may be terminated at any time by mutual written consent of the parties. The District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Contractor.
- b. The District's Right to Terminate For Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - i. Pricing increases pursuant to Price Escalation/De-Escalation clause above.
 - ii. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - iii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or the District is prohibited from paying for such Work from the planned funding source;
 - iv. Contractor no longer holds any license or certificate that is required to perform the Work; or
 - v. Contractor commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice,

or such longer period as the District may specify in such notice.

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

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

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

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

- a. The Contractor shall provide, at his its own expense and

Exhibit A – Terms and Conditions

by licensed personnel, all tie-ins and extensions to electrical, water, and waste connections, etc. All connections must be approved in advance by the District and all work relative to the utilities must be in accordance with the applicable building codes.

- b. All water connections shall include reduced pressure backflow protection or double check and double gate valves. All water must be shut off at the end of each shift.
- c. Contractor must ensure that all applicable electrical usage is in compliance with all UL and NFPA guidelines.

42. USE OF PREMISES.

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

43. WAIVER. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

44. WARRANTY.

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

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

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

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

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

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

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

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

*District Public Contracting Rules can be found on the following website:

<https://www.beaverton.k12.or.us/departments/purchasing>