



**PUBLIC IMPROVEMENT PROJECT
REQUEST FOR PROPOSAL**

Solicitation No: 20-0005

Design-Build Services for the Phase II Cameras Project

RFP Closing (Due Date & Time):
December 8, 2020 at 2:00 PM Pacific Time

Issued by:
**Beaverton School District 48J
16550 SW Merlo Road
Beaverton OR 97003
November 6, 2020**

**PUBLIC IMPROVEMENT
REQUEST FOR
PROPOSAL**

Solicitation No: RFP 20-0005
Summary

The purpose of this Request for Proposals (RFP, Solicitation, or like term) is to obtain competitive Proposals from qualified Proposers for the purpose of establishing a Progressive Design-Build (D-B) contract between the selected Proposer and the Beaverton School District 48J (District or Owner). Design-Build Services shall be for the Phase II Cameras Project ("Project").

This is a public works contract subject to 279C.800 to 279C.870.

A MANDATORY pre-Proposal conference will be held on November 12, 2020 at 2:00 PM at The District Office located at 16550 Merlo Dr. Conference Room C or by Zoom:

<https://beavertonk12.zoom.us/j/6631696427?pwd=dWlUUmVZbmNQZVhMWEVndW1yZStQdz09>

Meeting ID: 663 169 6427

Passcode: 1cpJrv

PRIOR to the Solicitation Closing date and time specified below, Proposers must submit a Proposal pursuant to the provisions of this Solicitation to contracts@beaverton.k12.or.us.

**SOLICITATION CLOSING: December 8, 2020 at 2:00 PM Pacific Time
LATE PROPOSALS WILL NOT BE ACCEPTED**

Timely received Proposals will be opened, recorded and prepared for evaluation. The District will not read Proposals aloud. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until after execution of a Contract.

Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents and to receive any associated information/updates. Proposers must familiarize themselves with the entire Solicitation Document.

ALL Questions and comments regarding this Solicitation must be directed ONLY IN WRITING by email to: contracts@beaverton.k12.or.us

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

SECTION I – INTRODUCTION
Solicitation No: RFP 20-0005

1. INTRODUCTION:

This Solicitation is intended to support a progressive design-build contracting and project delivery method. This Solicitation is issued pursuant ORS 279A, ORS 279C, the Oregon Attorney General Model Rules Divisions 46 and 49, and all applicable District policies. More specifically, this solicitation and the ensuing contract are pursuant to Section 13 of District Policy DCJ-AR.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District 48J. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide services in response to this Solicitation. The term "Contractor" or "Supplier" means the Proposer awarded a Design-Build contract as a result of this Solicitation. "Closing" is the solicitation due date and time. "Design-Build" means a form of Procurement that results in a Public Improvement Contract in which a single Person/firm provides the Contracting Agency with all the Personal Services and Construction Work necessary to design, permit, and construct the Project. "Guaranteed Maximum Price" or "GMP" means the total maximum price provided to the Contracting Agency by the Contractor and accepted by the Contracting Agency that includes all reimbursable costs and fees for completion of the Contract Work and any particularly identified contingency amounts, as defined by the Public Improvement Contract.

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS (Section III, Paragraph 5), protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

4. BACKGROUND:

- a. On August 26, 2019, the District issued ITB 19-0026, which procured camera replacement at five High Schools using the design-bid-build contracting and project delivery method. Through lessons learned from that process, the District has determined that design-build would offer better value and smoother project delivery for camera upgrades at the remaining forty-four schools.
- b. The Beaverton School District encompasses approximately 56 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.
- c. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

5. SCOPE OF WORK:

Provide complete Design-Build services to design and install cameras at forty-four schools. Design services shall include those services necessary to support both physical camera system installation including but not limited to, electrical, technological, fastening, housing, etc. and optimal camera system functioning e.g., positioning, focusing, usability, technology solutions consulting, etc. (final decisions on focusing to be made by Owner's Public Safety Office). Construction/installation services shall include furnishing, installing, and testing all

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equipment and software necessary for the camera system to function. Please see the Statement of Work for more details.

6. CONTRACT:

The successful Proposer, selected by the District, will receive an AIA A141-2014 (modified) Agreement Between Owner and Design-Builder. A sample is enclosed herein (see Attachments). The provisions of the sample AIA A141 are in addition to the requirements set forth in this Solicitation. At the District’s discretion, the Contractor will receive an AIA A141-2014 (modified) Exhibit A to enter into an agreeable GMP, design concept, and/or other terms that are contingent upon the District’s acceptance and would modify the original Contract. AIA A141-2014 (modified) Exhibit A is included in the attached sample Contract.

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Most contract terms reflect state statute or District policy and may not be altered.
- b. The Contractor will be expected to sign the contracts listed above, including all standard terms and conditions contained in the sample contract as requested by the District.
- c. Personnel substitution – if the Contractor must substitute personnel included in the original Proposal, they must obtain written District approval of substituted personnel, prior to substitution. The District may, at its sole discretion, deny any such substitution requests.

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-049-0910 and applicable District Policies.

8. DISTRICT REPRESENTATIVE:

The District Representative for the project is Michael Lamberty, Construction Project Manager.

9. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for Design, Contract period milestones, submittals and any other activities are provided elsewhere in this Solicitation. The District reserves the right to deviate from this schedule at its sole discretion.

| <u>Solicitation Milestone</u> | <u>Date</u> |
|---|---|
| Mandatory Pre-proposal conference | November 12, 2020, 2:00 PM Pacific Time |
| Deadline for submitting requests for clarification, change, substitution, or solicitation protest | November 24, 2020 |
| Closing | December 8, 2020 |
| Interviews (if required) | On/about the week of December 14, 2020 |
| Notice of Intent to Award | On/about the week of December 14, 2020 |

10. CONTACT DURING SOLICITATION:

Questions or any other contact regarding the solicitation must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. Contact may also occur as otherwise stated within the Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender’s Proposal to rejection.

11. Additional information regarding this solicitation and certain forms for download are available on the ORPIN website: www.orpin.oregon.gov

SECTION II – STATEMENT OF WORK
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1. PROJECT DESCRIPTION:

This progressive design-build project is divided into two phases – preconstruction (Phase 1) and construction (Phase 2). See Articles 4 and 5 of the attached Sample AIA A141 Contract (modified) and the below Service Descriptions for information about how the work is divided among the two phases. The below Project Criteria, Project Goals, and Service Descriptions further detail the Work.

PROJECT CRITERIA

The following project criteria have been established by the District (Owner) at the time of this Solicitation and help define the overall project. While they are subject to change during design, contract/amendment negotiations, etc., these attributes shall be used as a basis for Proposals:

- The Project’s maximum estimated budget (for all services, materials, expenses, and other Work) is \$3M.
- The below are the basis for design for the named components and firm/staff licensing/certification requirements related to the named components:
 1. Milestone, M50 (hardware), or newer/equivalent model
 2. Camera – Samsung multi-lens or equivalent (all cameras shall be five (5) megapixels minimum.
 3. Software – Milestone “XPROTECT CORPORATE”
 - a. Proposers must be a Certified Dealer, and Value-Added Reseller (VAR) for Milestone software at the time of Proposal Submission (See required documentation under Section V.)
 4. All technicians included in Proposals must have the following licenses/certifications (See required documentation under Section V.):
 - a. Class A Limited Energy License (LEA).
 - b. Milestone Certified Integration Technician.
 5. Contractor must provide a sufficient number of technicians relative to the size of the Project (as determined by the District) with the following certification:
 - a. Milestone – Certified Integration Engineer.
 6. Hardware – Appropriate to equipment selected during design process.
 7. Cabling – appropriate to System & Installation.
 8. Additional Video System Requirements:
 - a. Appliance based recording with network management capabilities.
 - b. Appliance based recorder to be located at local site of interest.
 - c. Software client must have ability for local viewing of camera and viewing from the District at any given location within the District network base.
 - d. Sites will be based on 16 camera recording capacity at minimum; if sites exceed the 16 camera minimum then the system shall be designed according to quantity of cameras to be recorded.
 - e. Appliance will have two NIC cards for communication: One for local camera VLAN and one for District LAN connectivity.
 - f. Appliance OS must allow for standard Windows RDP (Remote Desktop Protocol) remote management of the OS.
 - g. Appliance VMS software must be interactive with active directory for user sign on.
 - h. Client viewing software must be capable of using active directory for user sign.
- b. At the time of the Solicitation, the planned scope includes 445 cameras and the required servers, frame room(s), and other modifications as required. Servers may be furnished by the Owner and installed by the Design-Builder, subject to final decisions made during Phase 1.
- c. The camera locations have been identified by the District’s Facilities and Public Safety teams, and will not be included with the Solicitation, rather they will be provided to the Awarded Contractor upon signature of a non-disclosure agreement.
- d. Camera systems are to be installed at the following schools:

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| | |
|-----------------------------|---|
| Aloha-Huber Park K-8 | International School of Beaverton (ISB) |
| Barnes Elementary | Raleigh Park Elementary |
| Beaver Acres Elementary | Ridgewood Elementary |
| Bethany Elementary | Rock Creek Elementary |
| Bonny Slope Elementary | Sato Elementary |
| Cedar Mill Elementary | Scholls Heights Elementary |
| Chehalem Elementary | Sexton Mountain Elementary |
| Cooper Mountain Elementary | Springville Elementary |
| Elmonica Elementary | Vose Elementary |
| Errol Hassell Elementary | West Tualatin View Elementary |
| Findley Elementary | William Walker Elementary |
| Fir Grove Elementary | Merlo Station HS |
| Greenway Elementary | Cedar Park Middle School |
| Hazeldale Elementary | Conestoga Middle School |
| Hiteon Elementary | Jacob Wismer Elementary |
| Highland Park Middle School | Raleigh Hills Elementary |
| Kinnaman Elementary | Meadow Park Middle School |
| McKay Elementary | Mountain View Middle School |
| McKinley Elementary | Stoller Middle School |
| Montclair Elementary | Timberland Middle School |
| Nancy Ryles Elementary | Whitford Middle School |
| Oak Hills Elementary | Capital Center – Health & Sciences HS |

PHASE 1 SERVICE DESCRIPTION

Phase 1 Services shall include all design/related services necessary to support both physical camera system installation (e.g., testing/abatement, preparation/demolition, electrical, technological, fastening, housing, etc.) and optimal camera system functioning (e.g., positioning, focusing [final focusing decisions to be made by the Owner's Public Safety Office], usability, technology solutions consulting, etc.). While the following list of specific design services is required in Proposals, it may not be a complete list of services required to support the entire scope and detail of the project and its goals.

- Services specified under Article 4 Work Prior to Execution of a Design-Build Amendment of the attached Sample AIA A141 Contract (modified) EXCEPT Conceptual and Schematic Design Services. Schematic Design level documents will be provided by the District and will be considered "Owner's Criteria" for the purposes of the Contract. Proposers must note in Proposals any requests for other design services listed in the Sample Contract to be removed/modified (i.e., to save costs without compromising project outcomes).
- Site Surveys of all schools.
- Cost estimating using methods and supporting cost structures as approved/determined by the District.
- Consultation and collaboration with District Staff as to determining optimal focal lengths and viewing parameters (i.e. single, dual or multi-view lens).
- Hazardous materials testing (note that any required abatement will also be required of Design Builder in Phase 2 of the Project).
- Consultant shall provide the necessary Electrical Engineering and Permits, as required by the City of Beaverton or Washington County. All designs shall follow the Oregon Structural Specialty Code and Oregon Energy Code requirements, and any other applicable Building Code requirements.
- Design services shall include interactive participation, and support with all aspects of the affected equipment commissioning process. Provide integration of commissioning requirements and activities to project specifications.
- Services shall include Construction Documents for permitting, final as-built drawings in a preferred

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format, construction and administration services, and warranty follow up for one year beyond substantial completion.

- Design must coordinate drawings and specifications and incorporate Beaverton School District:
 1. Division 26 – Electrical
 2. Division 27 – Communications & Technology
 3. Division 28 – Electronic Safety & Security

The “Technical Standards” program documentation can be viewed at:

<https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>

- The project shall comply with the District’s Technical Standards and Education Specifications. Deviations may be proposed by the D/B with appropriate rationale for District consideration.
- The Team shall participate in the following meetings:
 1. A preliminary project kick-off meeting
 2. Biweekly meetings during design development.
 3. Engineering reviews at completion of Design Development and 90% Construction Document completion. Allow for 2 hours minimum for each design review session -- reviews will need to cover design for all forty-four (44) schools.

PHASE 1 PROJECT GOALS

- The system must be designed and implemented with significant consideration being given to ease of maintenance and effective maintenance/life cycle cost management.
- Cameras are positioned/configured to maximize performance (e.g., maximum coverage, visibility, focus, free obstructions, etc.) as determined by the District. The District may also consider additional related performance metrics/standards that are similar to those described in the Solicitation.
- By System is designed to be fully integrated with the District’s current systems (including any existing cameras; see Project Criteria for more information on existing systems), functional as intended by the system’s manufacturer, and supported, including at a minimum, standard warranties, customer service, and other support services respective to each of the system’s components.
- Collaborate with District to establish accurate preliminary cost estimates based on the Project Criteria and maximize cost savings relative to those baselines in final cost estimates.
- Identify and realize opportunities to expedite project delivery (e.g., early construction, ordering, etc.)

PHASE 2 SERVICE DESCRIPTION

Phase 2 Services shall include all services necessary to procure, configure, install, and test the equipment according to approved design documents/standards, and in accordance with the Project Schedule/Approved Contractor’s Schedule. See Article 5 of the attached Sample AIA A141 Contract (modified).

- The Design-Build team shall participate in the following meetings/activities:
 1. Weekly meetings during construction.
 2. Punch list walk.
 3. One year warranty walk.

PHASE 2 GOALS

- Complete project on time.
- Complete project at, or preferably under, budget, and without change orders.
- System fully functioning without technical or performance issues as determined by the District.
- Maintain a diverse, equitable, safe, and inclusive workplace without regard to race, ethnicity, and gender, that is also free from symbols, gestures, or acts of hate.

e. GENERAL REQUIREMENTS:

- Contractor must navigate any challenges to the schedule and scope of work of this project due to constraints on overall project budget and available construction periods (during the school year).

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- Value Engineering (VE) shall be used to ensure that optimized form and function are implemented for the budget available. VE efforts will conform to ASTM E1699-14, and not merely be a tool for cutting scope or quality.
- Reasonable use of sustainable materials and construction processes are to be considered where reasonable and without undue risk to the Project goals. Any products or processes deviating from those proposed or agreed to must be approved in writing by the District prior implementation.
- The District has implemented the eBuilder Project Management software platform, for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. The Team shall be provided a seat (license) and a minimum of four (4) hours training.
- All persons involved in the project who will have a physical presence on site at any time during the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. The Contractor and sub-consultants shall provide a report of who has cleared the background check by an approved agency. Recommended agency example or other equivalent: Advance Reporting, P.O. Box 12398, Salem, OR 97309, www.advrep.com.
- Badging: All workers on site shall always openly display an identification badge provided by the Prime Contractor.
- Subject to safety/logistics considerations as determined by the District, some construction/installation Work may not be able to be performed during normal school hours. Hours of operation during typical school year:

| | |
|--------------------------|-------------------|
| Elementary School Hours: | 8:30 am – 3:05 pm |
| Middle School Hours: | 9:15 am – 3:50 pm |

- Due to the COVID-19 pandemic, the District is currently using distance learning for our students. In-class instruction is expected to resume on February 8, 2021. Our buildings are still open with limited access for approved activities such as inspection/construction, and some staff members will be working in our schools.
- All contractor personnel are required to wear face masks when working in any BSD facility. For contact tracing purposes, BSD requires all contractor personnel to sign in and out at the front office each day.
- Once school is open to students, work will need to be scheduled before or after school hours. Contractor to coordinate with the Project team for building access as needed.
- Supervision: Unless authorized otherwise by the District, the Prime Contractor shall have a representative on site at all times during construction operations. This person shall be responsible for overseeing the site safety and quality control plans.
- Quality Control: Upon award of the contract, the contractor shall provide a written quality control plan to the District Representative for approval.
- **Liquidated Damages.** If the Work is not Substantially Complete by the applicable required Substantial Completion date, the Contractor shall pay to the Owner liquidated damages in the amount of **\$1,000.00** for each and every day of delay in achieving Substantial Completion.

f. **PROJECT SCHEDULE.**

Promptly after execution of the Contract, and in any event, no more than 20 days following Contract execution, the Design-Builder must submit for the District's approval a schedule for the Work. The Schedule must meet or fall earlier than the Project Milestone dates set forth below:

| <u>Project Milestone</u> | <u>Date</u> |
|---------------------------------|--|
| Phase 1 Contract Award - Design | Begin Services on or about December 17, 2020 |
| Submit Phase 2 - Lump Sum | February 23, 2021 |
| Board Approval | March 15, 2021 |

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Estimated Construction Start
Completion Date

March 22, 2021
July 31, 2022

g. BUSINESS EQUITY:

The Proposer understands that the District maintains a goal of engaging firms certified by either the state (Oregon Certification Office of Business Inclusion and Diversity, COBID, MWSDVE), the Small Business Administration (SBA), or nationally (National Supplier Minority Supplier Development Council, NMSDC) as minority, women, emerging, service-disabled veteran, and socially or economically disadvantaged businesses as service providers in delivering services necessary to implement our bond program. The District aspires to a goal of expending ten (10) percent of content, by contract value, in completing our capital bond work with the types of businesses described above. Proposers shall expend reasonable efforts to reach this content in the total value of their contracts with the District.

Apprenticeship opportunities: It is important to provide employment and apprenticeship opportunities in the construction trades and employment for people of color and women. For the public improvement contract, an aggregate goal of 10% of labor hours has been established to be performed by state-registered apprentices in apprenticeable trades. This shall include, but not be limited to, reporting information about apprenticeship utilization under the contract on the District's certified payroll form. The Contractor shall conduct and participate in outreach and other efforts to create an apprenticeship program that reflects the diversity of the Portland/Beaverton metropolitan area.

SECTION III – PUBLIC CONTRACTING RULES
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1. SELECTION PROCEDURE:

This Solicitation is a competitive procurement method subject to the conditions described in ORS 279C and conditions enumerated under Section 13 of District Policy DJC-AR.

2. ELIGIBILITY TO PROPOSE.

- a. **Construction Contracts.** The District shall not consider a Person's Proposal to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made (Proposal submitted).
- b. **Non complying Entities.** The District shall deem a Proposal received from a Person that fails to comply with this rule nonresponsive and shall reject the Proposal as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding agencies.
- c. **Asbestos Abatement Work.** The Contractor or a subcontractor under the Contract must be licensed under ORS 468A.720 for work regarding asbestos abatement projects.

3. PRE-PROPOSAL CONFERENCE.

- a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** The District requires attendance at the pre-Proposal conference as a condition for submission of a Proposal for this project. A mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of an offering firm is present, and has completed the sign-in sheet and the COVID-19 waiver.
- c. **Notice.** The Summary page of this solicitation indicates the pre-Proposal conference scheduled date and time, and that the pre- Proposal conference is mandatory.
- d. **Statements Not Binding.** Statements made by the District's representatives at the pre-Proposal conference do not change the Solicitation unless the District confirms such statements by written Addenda.

4. ADDENDA.

- a. **Issuance; Receipt.** The District may change this Solicitation only by written Addenda. A Proposer shall provide written acknowledgement of receipt of all issued Addenda with their Proposal on the Proposer Certification.
- 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 Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN website until Closing 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 shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District shall not issue Addenda less

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than 72 hours before the Closing unless the Addendum also extends the Closing.

- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a written request for change or protest to the Addendum, as provided in OAR 137- 049-0260, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The District shall consider only a Proposer's request for change or protest to the Addendum; the District shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Proposer submits the request for change or protest before the deadline for the District's receipt of request for change or protests as set forth in OAR 137-049- 0260(2) and (3).

5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS.

- a. **Clarification.** Prior to the deadline for submitting a written request for change or protest ("Deadline"), a Proposer may request that the District clarify any provision of the Solicitation. The District's clarification to a Proposer, whether orally or in writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by Addendum.
- b. **Request for Change.**
 - i. **Delivery.** A Proposer may request in writing a change to the Specifications or Contract terms and conditions. A Proposer must deliver to the District only by email, any written requests for change prior to the Deadline and only to the email address listed on the Summary page of this Solicitation. (Proposer is responsible for ensuring receipt by the District.)
 - ii. **Content of Request for Written Change:**
 - A. A Proposer's written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
 - B. A Proposer shall mark its emailed request for change as follows:
 - I. "Contract Provision Request for Change"; and
 - II. The Solicitation number 20-0005.
- c. **Protest.**
 - i. **Delivery.** A Proposer may protest Specifications or Contract terms and conditions. A Proposer must deliver to the District any such Protests in writing, prior to the Deadline, and only to the email address listed on the Summary page of this Solicitation. (Proposer is responsible for ensuring receipt by the District.)
 - ii. **Content of Protest.**
 - A. A Proposer's written protest shall include:
 - I. A detailed statement of the legal and factual grounds for the protest;
 - II. A description of the resulting prejudice to the Proposer; and
 - III. A statement of the desired changes to the contract terms and conditions, including any Specifications.
 - B. A Proposer shall mark its emailed protest as follows:
 - I. "Contract Provision Protest"; and
 - II. The Solicitation number 20-0005.
 - iii. **District Response.** The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.

SECTION III – PUBLIC CONTRACTING RULES

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- d. **Extension of Closing.** If the District receives a written request for change or protest from a Proposer in accordance with this Rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

6. CANCELLATION OF SOLICITATION.

Cancellation in the Public Interest. The District may cancel a Solicitation for good cause if the District finds that cancellation is in the public interest. The District's reasons for cancellation shall be made part of the Solicitation file.

7. PROPOSAL SUBMISSIONS.

- a. **Offer and Acceptance.** The submitted Proposal is the Proposer's Offer to enter into a Contract.
 - i. The Offer is always a "Firm Offer," i.e., the Proposal shall be held open by the Proposer for the District's acceptance for sixty (60) days. The District may elect to accept the Proposal at any time during the specified period, and the District's Award of the Contract to a Proposer constitutes acceptance of the Offer and binds the Proposer to the Contract.
 - ii. Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified above, the District may elect to discuss or negotiate certain contractual provisions with the Proposer. Where negotiation is requested by the District, Proposers are obligated to negotiate in good faith and only on those terms that the rules or the Solicitation Document has reserved for negotiation.
- b. **Responsive Proposal.** The District may award a Contract only to a Responsible Proposer with a Responsive Proposal.
- c. **Contingent Proposals.** A Proposer shall not make a Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. **Proposer's Acknowledgement.** By signing and submitting a Proposal, the Proposer acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.
- e. **Instructions.** A Proposer shall submit and sign their Proposal in accordance with Section V.
- f. **Forms.** Proposers shall submit the form(s) required under Section V.
- g. **Documents.** Proposers shall provide the District with all documents and descriptive literature requested.
- h. **Facsimile Submissions.** The District will not accept facsimile Proposals.
- i. **Identification of Proposals.**
 - i. To ensure proper identification and handling, Proposals shall be submitted by email with attachments in PDF format.
 - ii. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- j. **Receipt of Proposals.**
 - i. Proposers are responsible for ensuring that the District receives their Proposal at the required delivery point prior to the closing due date and time, regardless of the method used to submit the Proposal. Proposals shall only be submitted by email to contracts@beaverton.k12.or.us as indicated on the Summary Page of this Solicitation. Proposers are solely responsible for ensuring that the District has received and is able to open/properly read email attachments prior to

SECTION III – PUBLIC CONTRACTING RULES
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Closing.

- k. Failure to submit Proposals in accordance with the provisions of this Section shall be grounds to declare the Proposal as nonresponsive.
- l. **Certification.** Proposers shall (on the Proposer Certification enclosed):
 - i. Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS 279A.120(1);
 - ii. Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;
 - iii. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - iv. Provide written acknowledgment of receipt of all Addenda.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL.

- a. **Modifications.** A Proposer may modify their Proposal in writing prior to the Closing. A Proposer shall prepare and submit any modification to its Proposal to the District in accordance with OAR 137-49-0280. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer shall email its modification to contracts@beaverton.k12.or.us and include the following in the email subject line, body text, etc.:
 - i. "Proposal Modification"; and
 - ii. The Solicitation Number 20-0005.
- b. **Withdrawals.**
 - i. A Proposer may withdraw its Proposal by written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer, emailed to contracts@beaverton.k12.or.us and received by the District prior to the Closing;
 - ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative by email;
 - iii. The Proposer shall include the following in the email subject line, body text, etc.:
 - A. Proposal Withdrawal; and
 - B. Solicitation Number.
- c. **Documentation.** The District shall include all documents relating to the modification or withdrawal of Proposals in the Solicitation file.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS; CONFIDENTIALITY OF PROPOSALS.

- a. **Receipt.** The Proposer is responsible for ensuring that the District receives its Proposal at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Proposal. The District's email system shall electronically time-stamp each Proposal and any modification upon receipt.
- b. **Opening and Recording.** Timely received Proposals will be opened, recorded and prepared for evaluation pursuant to SECTION V. The District will not read Proposals aloud.

10. LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS. Pursuant to OAR 137-049-0340:

Any Proposal received after the Closing date and time is late. A Proposer's request for withdrawal or modification of a Proposal received after Closing is late. The District shall not consider late Proposals, withdrawals or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

11. MISTAKES:

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair

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treatment of Applicants, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes.

- b. **District Treatment of Mistakes.** The District shall not allow a Applicant to correct or withdraw a Proposals for an error in judgment. If the District discovers certain mistakes in a Proposal after Opening, but before Award of the Contract, the District may take the following action:
- i. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Examples of minor informalities include a Proposer's failure to:
 - A. Return the correct number of signed Proposals or the correct number of other documents required by the Solicitation Document;
 - B. Sign the Proposal in the designated block, provided a Signature appears elsewhere in the Proposal, evidencing an intent to be bound; and
 - C. Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Proposal that the Proposer received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
 - ii. The District may correct a clerical error if the error is evident on the face of the Proposal or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing. A clerical error is a Proposer's error in transcribing a portion of its Proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Proposal). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - iii. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only if the Proposer shows with objective proof and by clear and convincing evidence:
 - A. The nature of the error;
 - B. That the error is not a minor informality or an error in judgment;
 - C. That the error cannot be corrected or waived under Item 11.b.ii above;
 - D. That the Proposer acted in good faith in submitting a Proposal that contained the claimed error and in claiming that the alleged error in the Proposal exists;
 - E. That the Proposer acted without gross negligence in submitting a Proposal that contained a claimed error;
 - F. That the Proposer will suffer substantial detriment if the District does not grant the Proposer permission to withdraw the Proposal;

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- G. That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and
- H. That the Proposer promptly gave notice of the claimed error to the District.
- iv. The criteria in Item 11.b.iii above shall determine whether the District will permit a Proposer to withdraw its Proposal after Closing. These criteria also shall apply to the question of whether the District will permit a Proposer to withdraw its Proposal without forfeiture of its Proposal Security (or other Bid or Proposal bond/security) if any, or without liability to the District based on the difference between the amount of the Proposer's Proposal and the amount of the Contract actually awarded by the District, whether by Award to the next best Responsive and Responsible Proposer, or by resort to a new solicitation.
- c. **Rejection for Mistakes.** The District shall reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents submitted with the Proposal.
- d. **Identification of Mistakes After Award.** The procedures and criteria set forth above are the Proposer's only opportunity to correct mistakes or withdraw Proposals because of a mistake. Following Award, a Proposer is bound by its Proposal, and may withdraw its Proposal or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.

12. PROPOSAL EVALUATION CRITERIA. Pursuant to OAR 137-049-0380:

- a. **General.** A Public Improvement Contract, if Awarded, must be Awarded to the Responsible Proposer submitting the best Responsive Proposal.
- b. **Proposal Evaluation Criteria.** The evaluation criteria is set forth in Section V – RESPONSE AND EVALUATION.

13. PROPOSAL EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY.

Pursuant to OAR 137-049-0390:

- a. **General.** If Awarded, the District shall Award the Contract to the Responsible Proposer submitting the best, Responsive Proposal provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract. See ORS 279C.375 (3)(a). The District may award by item, groups of items or the entire Proposal provided such Award is consistent with the Solicitation and in the public interest.
- b. **Determination of Responsibility.** Proposers are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the District must have information that indicates that the Proposer meets the standards of responsibility set forth in ORS 279.375(3)(b). To be a Responsible Proposer, the District shall determine that the Proposer:
 - i. Has available the appropriate financial, material, equipment, facility and Personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - ii. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Proposer's control, the Proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize a Proposer's record of contract performance if the Proposer is or recently has been materially deficient in contract performance. In reviewing the Proposer's performance, the District should determine whether the Proposer's

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deficient performance was expressly excused under the terms of Contract, or whether the Proposer took appropriate corrective action. The District may review the Proposer's performance on both private and Public Contracts in determining the Proposer's record of contract performance.

- iii. Has a satisfactory record of integrity. A Proposer may lack integrity if the District determines the Proposer demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to the District. The District may find a Proposer not Responsible based on the lack of integrity of any Person having influence or control over the Proposer (such as a key employee of the Proposer that has the authority to significantly influence the Proposer's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-49-0370 may be used to determine Proposer's integrity. The District may find a Proposer non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Proposer's performance of a contract or subcontract;
 - iv. Is qualified legally to contract with the District; and
 - v. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Proposer fails to promptly supply information requested by the District concerning responsibility, the District shall base the determination of responsibility on any available information, or may find the Proposer not Responsible.
- c. **District Evaluation.** The District shall evaluate a Proposal only as set forth in the Solicitation and in accordance with applicable law. The District shall not evaluate a Proposal using any other requirement or criterion.
- d. **Proposer Submissions.**
- i. The District may require a Proposer to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to award:
 - A. Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or workmanship;
 - B. Examination of such elements as appearance or finish; or
 - C. Other examinations to determine whether the product conforms to Specifications.
 - ii. The District shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation to determine that a product is acceptable. The District shall reject a Proposal providing any product that does not meet the Solicitation requirements. The District's rejection of a Proposal because it offers non-conforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- e. **Evaluation of Proposals.** See OAR 137-049-0650 regarding rules applicable to Requests for Proposals. The District shall evaluate Proposals only in accordance with criteria set forth in the Solicitation and applicable law. The District shall evaluate Proposals to determine the Responsible Proposer submitting the best Responsive Proposal.

14. NOTICE OF INTENT TO AWARD: Pursuant to 137-049-0395:

- a. **Notice.** At least seven (7) days before the Award of a Public Improvement Contract, the District shall issue a Notice of the District's Intent to Award the Contract.
- b. **Form and Manner of Posting.** The form and manner of posting notice shall conform to customary practices within the District's procurement system and may be made electronically.

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- c. **Finalizing Award.** The District's Award shall not be final until the later of the following:
 - i. Seven (7) Days after the date of the notice, unless the Solicitation provided a different period for protest; or
 - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- d. **Prior Notice Impractical.** Posting of notice of intent to award shall not be required when the District determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

15. DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS. Pursuant to OAR 137-049-0400:

- a. **Basis of Award.** After Award, the District shall make a record showing the basis for determining the successful Proposer part of the District's Solicitation file.
- b. **Contract Document.** The District shall deliver a fully executed copy of the final Contract to the successful Proposer.
- c. **Bid Tabulations and Award Summaries.** Upon request of any Person the District shall provide evaluation summaries of Proposals.
- d. **Availability of Solicitation Files.** The District shall make completed Solicitation files available for public review at the District.

16. NEGOTIATIONS. Pursuant to OAR 137-049-0420:

The District may conduct discussions or negotiations with Proposers only in accordance with the requirements of OAR 137-049-0640 and OAR 137-049-0650.

17. REJECTION OF PROPOSALS. Pursuant to OAR 137-049-0440:

- a. **Rejection of a Proposal.**
 - i. The District may reject any Proposal upon finding that to accept the Proposal may impair the integrity of the Procurement process or that rejecting the Proposal is in the public interest.
 - ii. The District shall reject a Proposal upon the District's finding that the Proposal:
 - A. Is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
 - B. Takes exception to terms and conditions (including Specifications);
 - C. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
 - D. Offers Work that fails to meet the Specifications of the Solicitation;
 - E. Is late;
 - F. Is not in substantial compliance with the Solicitation;
 - G. Is not in substantial compliance with all prescribed public Solicitation procedures.
 - iii. The District shall reject a Proposal upon the District's finding that the Proposer:
 - A. Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;
 - B. Has been Disqualified;
 - C. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
 - D. Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;

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- E. Has not met the requirements of ORS 279A.105 if required by the Solicitation;
 - F. Has not submitted properly executed Proposal security if required by the Solicitation;
 - G. Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
 - H. Is not Responsible. See OAR 137-049-0390(2) regarding District determination that the Proposer has met statutory standards of responsibility.
- b. **Form of Business.** The District may investigate any Person submitting a Proposal. The investigation may include that Person's officers, Directors, Owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049- 0370.
- c. **Certification of Non-Discrimination.** The Proposer shall certify and deliver to the District as part of their Proposal, written certification (see attached Proposer Certification) that the Proposer has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
- d. **Rejection of all Proposals.** The District may reject all Proposals for good cause upon the District's written finding it is in the public interest to do so. The District shall notify all Proposers of the rejection of all Proposals, along with the good cause justification and finding.
- e. **Criteria for Rejection of All Proposals.** The District may reject all Proposals upon a written finding that:
- i. The content of or an error in the Solicitation, or the Solicitation process unnecessarily restricted competition for the Contract;
 - ii. The price, quality or performance presented by the Proposers is too costly or of insufficient quality to justify acceptance of the Proposals;
 - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation;
 - v. The District cancels the Solicitation in accordance with OAR 137-049-0270; or
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

18. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.

- a. **Purpose.** An adversely affected or aggrieved Proposer shall exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract Award decision.
- b. **Notice of Intent to Award.** Unless otherwise provided in the Solicitation, the District shall provide written notice to all Proposers of the District's intent to award the Contract. The District's Award shall not be final until the later of the following:
- i. Seven (7) days after the date of the notice, unless the Solicitation provided a different period for protest; or
 - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.

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c. **Right to Protest Award.**

- i. An adversely affected or aggrieved Proposer must email to contracts@beaverton.k12.or.us a written protest of the District's intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
- ii. The Proposer's protest shall be in writing and shall specify the grounds upon which the protest is based.
- iii. A Proposer is adversely affected or aggrieved only if the Proposer is eligible for Award of the Contract as the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting Proposer must claim and state specific reasons why all higher scored Proposers are ineligible for Award:
 - A. Because their Proposals were non-responsive; or
 - B. The District committed a substantial violation of a provision in the Solicitation or of an applicable procurement statute or administrative rule, and the protester was unfairly evaluated and would have, but for such substantial violation, been the Responsible Proposer with the highest scoring Proposal and the most Responsive Proposal.
- iv. The District shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation. A Proposer may not protest the District's decision not to increase the size of the Competitive Range.

d. **Authority to Resolve Protests.** The District's Purchasing Manager shall settle or resolve a written protest submitted in accordance with the requirements of this Rule.

e. **Decision.** If a protest is not settled or resolved by the Purchasing Manager, the Superintendent or designee, shall promptly issue a written decision on the Protest. Judicial review of this decision will be available if provided by statute.

f. **Award.** The successful Proposer shall promptly execute the Contract after the Award is final. The District shall execute the Contract only after it has obtained all applicable required documents and approvals.

19. PROPOSAL COSTS: The District is not liable for any costs incurred by the Proposer in its Proposal preparation.

20. OPPORTUNITY TO DEBRIEF: Upon written request, the District will meet with proposers not selected within 30 days of the execution of the contract. Written requests must be submitted within 15 days following the issuance of the Notice of Intent to Award.

SECTION IV – PUBLIC WORKS REQUIREMENTS

Solicitation No: RFP 20-0005

1. PUBLIC WORKS REQUIREMENTS:

This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable). No Proposal will be received or considered by the District unless the Proposal contains a statement by the Proposer, as a part of its Proposal, that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) or the Davis Bacon Act (40 U.S.C. 3141 et seq if applicable) are to be complied with (see Proposer Certification).

2. REGISTRATION REQUIREMENTS:

Proposers shall be currently registered with the Construction Contractors Board as required by ORS 701.021, or licensed by the State Landscape Contractors Board, as required by ORS 671.530, or licensed by the Department of Environmental Quality, as required by ORS 468A.710 (Air Quality), if required, holding the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board, State Landscape Contractors Board or Department of Environmental Quality, as required, at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3. BOLI/PWR REQUIREMENTS. Pursuant to ORS 279C.800 to 279C.870:

All contractors and subcontractors will abide by the latest determination of the minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Department of Labor and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

- a. The Contractor is required to pay workers prevailing wage rates for Region #2.
- b. If the Contractor fails to pay for labor and services, the District can pay and shall withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839- 025-0020(2)(b).
- d. For this contract, the '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 and PWR Amendment effective October 1, 2020. The rates may be found at the following web site: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS.

a. Performance and Payment Bonds.

- i. Pursuant to ORS 279C.380, the Contractor shall furnish performance and payment bonds upon execution of an amendment establishing the guaranteed maximum price. The Contractor shall also provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.
- ii. Bonds shall be effective from the Contract date through the Final Completion of the Contract.
- iii. Bonds must be furnished by a surety company authorized to do business in Oregon and in an amount equal to the full Contract Price. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or as approved by the District. The cost of the Bonds shall be included in the Contract Sum. The form of the Performance and Payment Bonds shall be the AIA A312 or as approved by the District.

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b. Public Works Bond.

- i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this solicitation.
- ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
- iii. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the District if an exemption applies to the Contractor.
- iv. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon.

c. Bid Bond. No bid bond is required for this solicitation.

d. Time for Submission. The apparent successful Proposer must promptly furnish the required performance security upon the District's request. If the Proposer fails to furnish the security as requested, the District may reject the Proposal and award the Contract to the Responsible Proposer with the next highest-scoring Responsive Proposal.

- 5. SUBSTITUTE CONTRACTOR.** If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and shall not be subject to the competitive procurement provisions of ORS Chapter 279C.
- 6. FOREIGN CONTRACTOR.** If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

7. CERTIFIED PAYROLL WITHHOLDING:

- a. If a prime contractor does not file certified payroll as required (at least once per month), the District shall withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.
- b. If a first-tier subcontractor does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- c. Once certified payroll reports are submitted, the District or prime contractor are to pay amounts withheld within 14 days.
- d. Neither the District nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

SECTION IV – PUBLIC WORKS REQUIREMENTS

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8. DRUG TESTING REQUIREMENTS:

ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposers are therefore required to certify that they have an employee drug-testing program in place that applies to all employees, and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a program shall constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

9. OTHER TERMS AND CONDITIONS:

The Contractor must understand and agree to comply with the following:

- a. Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the District; and Pay to the Department of Revenue all sums withheld from employees (ORS 279C.505(1));
- b. Demonstrate that an employee drug testing program is in place and maintained (ORS 279C.505(2));
- c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective;
- d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- e. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the Contractor or a subcontractor, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor, as set forth in ORS 279C.515(1);
- f. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the District or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- g. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- h. Abide by maximum hours of labor and overtime as set forth in ORS 279C.520(1);
- i. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- j. Abide by environmental and natural resources regulations (279C.525);
- k. Make required payments for medical care and certain services related to sickness and injury to employees (ORS 279C.530(1));
- l. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- m. Abide by maximum hours, holidays and overtime (ORS 279C.540);

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- n.** Abide by time limitation on claims for overtime (ORS 279C.545);
- o.** Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p.** File required BOLI Public Works bond(s), including subcontractors (ORS 279C.830(2))
- q.** Follow Retainage rules (ORS 279C.550 to 279C.570);
- r.** Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s.** Maintain relations with subcontractors (ORS 279C.580);
- t.** Make notice of claim (ORS 279C.605);
- u.** Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385;
- v.** Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.
- w.** Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior written consent. Unless otherwise agreed by the District in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in writing.

SECTION V – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0005

1. GENERAL INFORMATION:

This section prescribes the mandatory submission format for the presentation of a Proposal in response to this Solicitation. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer. Failure to submit Proposals in accordance with the provisions of this Section may be grounds to declare the Proposal non-responsive. Failure to provide any information requested in this solicitation may result in rejection of the Proposal.

2. PROPOSAL SUBMISSION:

To ensure proper identification and handling, Proposals shall be submitted by email, with the Proposer's name, the solicitation number, and/or other clearly identifying information in the email subject line. Proposals shall only be emailed to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. The District is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to closing. Also, Proposers are solely responsible for ensuring that the District is able to open and properly read any attached files prior to closing.

3. PROPOSAL FORMAT:

- a. Proposers must submit:
 - a. A Complete Proposal per the requirements of this Solicitation in PDF format.
 - b. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired. Elaborate artwork, expensive paper, and expensive visuals are not necessary.
 - c. Concise and direct answers are encouraged. There is no page limit for proposals, but the District encourages brevity.
 - d. Failure to submit Proposals in accordance with the provisions of the Solicitation shall be grounds to declare the Proposal nonresponsive. Failure to provide any information requested in the Solicitation may result in rejection of the Proposal.

4. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS: See Attached Proposal Submission Checklist

5. DETAILED PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) shall be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer. Provide a brief but concise response to each of the following criteria areas.

SECTION V – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0005

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

a. Firm Experience/Qualifications (40 Points)

- i. Clearly demonstrate your Firm's experience with similar security camera design and installation projects. The experience should be recent, of similar technical complexity, similar magnitude, and other respects. Though not required, the District desires Key Personnel who have previously worked together successfully on similar projects.
- ii. List at least one best practice applied to each of the projects listed that you would apply to this project to contribute to its success.
- iii. Describe the value (relative to meeting/exceeding project goals) that the Prime Contractor brings to the project under this alternative contracting and project delivery methodology.
- iv. If your firm intends or anticipates the use of sub-contractors (for design, construction, or other services), list each subcontractor (if known), their role in the project, and what (if any) experience they have that is relevant to successfully performing that role on this project.
- v. Provide a list of credentials/achievements/certifications, held by each of the key personnel or the like and describe how each of them is necessary for or indicative of a firm that can successfully deliver this project.
- vi. Provide documentation of current licenses and certification as required in Section II – Statement of Work, 1. Project Description.

b. Project Performance Plan (30 Points)

- i. Clearly describe how your team proposes to meet/exceed each of the Project Goals (Phase 1 and Phase 2) listed in the Statement of Work (Section II).
- ii. List the top three challenges to meeting the goals that you foresee and clearly describe how your team proposes to overcome these challenges.
- iii. Clearly describe your proposed plan for managing, monitoring, and reporting performance relative to the project goals. Specifically reference the meeting structures and progress reporting requirements found in the Solicitation/Sample Contract as well as additional communication methods/instruments.

c. Proposal Substantiation (20 Points)

Address the following Proposal Substantiation response items:

- i. Clearly communicate the Proposer's understanding of the Project Requirements and Scope/Statement of Work.
- ii. Clearly demonstrate how the Proposer will ensure the Project complies with all RFP requirements and Scope/Statement of Work.
- iii. Clearly communicate the proposed solution to the scope/statement of Project Work.
- iv. Clearly communicate all items listed in Section II Statement of Work, including anything of value relative to the project goals that is proposed in excess of the Statement of Work requirements.

d. Management Plan & Key Personnel (10 Points)

- i. The Management Plan should clearly communicate the Proposer's Design Management Plan including the involvement of key subcontractors and consultants during design of the Project.
- ii. The Management Plan should clearly identify all key personnel and their qualifications.
- iii. The Management Plan should clearly communicate the Proposer's Fiscal Management Plan.
- iv. The Management Plan should clearly communicate the Proposer's Construction Management Plan including quality control, quality assurance, and a Safety Plan. Safety not only includes physical safety, but

SECTION V – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0005

also safety from symbols, language, and other acts of hate, racism, sexism, discrimination, harassment, and bullying.

e. Pricing Table (20 points)

- i. Complete ATTACHMENT F Pricing Form. The Pricing Form is intended to obtain the most competitive pricing and help indicate a Proposer's capacity to perform on the Project goal related to completing the Project at, or preferably under, budget. Subject to any Contract negotiations the District may choose to conduct, the awarded Contractor's Proposed Design Fees shall be incorporated into the Phase 1 Contract. The Unit Prices and Design-Builder's Fee shall be used as a basis for Phase 2 Contract negotiations, and may be subject to changes in such negotiations at the District's sole discretion (e.g., due to large changes to the estimated quantities, unforeseen market changes, etc.). The Pricing Form is intended to encompass all Phase 1 Project costs (i.e., to establish a not-to-exceed for the awarded Contract), but the Pricing Form is not intended to encompass all Phase 2 project costs. For example, General Conditions costs, prices for other Project costs not included on the Pricing Table, etc. may be included in Phase 2 Contract. Reference the Attached Sample Contract for information about how the Design-Builder's Fee is composed.

e. References (Pass/Fail)

- i. List references from the last three (3) security camera projects with a budget of at least \$1,000,000 that your design services consultant designed. The scope of design services shall be similar to the scope of Phase 1 (design) services under this Solicitation.
- ii. List references from the last three (3) security camera projects with a budget of at least \$1,000,000 that the Proposers firm constructed/Installed.
- iii. List up to three (3) projects which your proposed team completed together as a design-build team, if not already included.
- iv. All references must provide valid contact information.
- v. List all projects completed for BSD within the last 5 years whether they involved cameras or not.

SECTION V – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0005

6. EVALUATION CRITERIA:

Responsive Proposals will be measured according to the following:

| PROPOSAL CONTENT REQUIREMENT | Maximum Points Possible |
|--|-------------------------|
| Firm Experience/Qualifications | 40 |
| Project Performance Plan | 30 |
| Proposal Substantiation | 20 |
| Management Plan & Key Personnel | 10 |
| Pricing Table* | 20 |
| References | Pass/Fail |
| Proposal Content Sub-Total | 120 |
| INTERVIEW – (If Conducted) | |
| Interview (if required) | 30 |
| TOTAL POSSIBLE POINTS (including Interview) | 150 |

*Pricing Table scores will be determined by mathematical calculation performed by the District. The lowest price determined by that calculation will be awarded the maximum available points. Other proposals will be awarded points based on a mathematical comparison.

7. PROPOSAL EVALUATION:

The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) individuals (Evaluators) representing the District, and/or the general public, to review, evaluate and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion to assess the merit of each Proposal received in accordance with the stated evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The District, at its sole discretion, will select the firm which, in its judgment, best meets the interests of the District. The recommendations of this committee will be a be final.

SECTION V – RESPONSE AND EVALUATION
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8. INTERVIEW(S): (If Conducted)

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked firm(s), at the discretion of the District, will be invited to interview. The interview process will be used to supplement and clarify the information contained in the proposal.
- b. If Interviews are conducted, the Interview scores will be added to the sum of the other scores to create a final ranking of Proposers.
- c. Interview format, questions, and particular details about the interviews will be provided to the firms selected for an interview.
- d. Such interviews/presentations will be at the Proposer's expense.

9. SELECTION AND NEGOTIATION:

If the District does not cancel the Solicitation after it receives the results of the scoring and ranking for each Proposer, the District will begin negotiating a Contract with the highest-ranked Proposer following the evaluation and interview (if conducted) process. The District shall direct negotiations toward obtaining written agreement on any or all of the following points:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to the Proposer; and
- c. Any other provisions the District believes to be in the District's best interest to negotiate.

The District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the District may end the particular formal solicitation. Nothing in this rule precludes the District from proceeding with a new formal solicitation for the same Services described in this Solicitation that failed to result in a Contract.

PROPOSAL SUBMISSION CHECKLIST

ALL AFFIDAVITS, CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION V MUST BE INCLUDED AS PART OF THE PROPOSAL.

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

- _____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- _____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- _____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- _____ PROPOSER REFERENCE FORM – Include the # specified on the form. (Attachment E)
- _____ PRICING FORM (Attachment F)
- _____ PROPOSAL SECURITY (Attachment G)
- _____ KEY PERSONNEL FORM (Attachment H)
- _____ DETAILED PROPOSAL CONTENT REQUIREMENTS as outlined in SECTION V

The following Attachment(s) are **NOT** to be returned with the Proposal. Proposers must review the content of these attachment(s) and Exhibit(s). The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

ATTACHMENT J Sample AIA A141 Contract (modified) and Sample AIA A141 Exhibit A (modified)

This checklist is provided for the Proposer's convenience in assembling their Proposal and is NOT required to be returned with the Proposal.

PROPOSER CERTIFICATION

(Proposer)

(physical address)

(city, state, zip)

1. The Proposer certifies that they have read and understand the Terms and Conditions, Specifications, Addenda (if any), Contract and all other documents pertaining to this Project. That the Contract is, in their opinion, adequate, feasible and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract. That they have, or have available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents and within the time specified therein. That they have made allowances for normal inclement weather indigenous to the Project site.
2. The Proposer, having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, agrees to provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid documents will be provided.
3. The Proposer acknowledges that the Project Milestones in Section II - STATEMENT OF WORK contains certain specific dates. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between Contractor and the Owner. All dates indicate close of business at 5:00 PM Pacific Time.

The Proposer agrees to complete the work within the number of calendar days as stipulated in the Owner-Contractor Agreement and to meet the Milestones and Specific Dates set forth above and acknowledges that their failure to achieve substantial and/or Final Completion by these stipulated dates, or by any owner authorized extension thereto, subjects the Contractor to liquidated damages for failure to perform, as further defined in the Contract.

4. The Proposer agrees to execute the formal Contract within five (5) days from date of the Award Notice, and in the case the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the proposal security, if any, will be forfeited.
5. The Proposer acknowledges that the person who signs this Certification is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
6. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
7. The Proposer _____ is / _____ is not an Oregon licensed design professional.

The Proposer holds a certificate from the Oregon State Board of Architect Examiners, the Oregon State Landscape Architect Board, or the Oregon State Board of Examiners for Engineering and Land Surveying as applicable:

Registration #: _____.

If the Proposer is not a licensed design professional, _____ (name of licensed design professional) will provide the design services.

Registration #: _____.



SECTION VI – ATTACHMENTS
ATTACHMENT A
Solicitation No: 20-0005

- 8. The Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board. License Number_____. (The District will not receive or consider a Proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).
- 9. The Proposer, pursuant to ORS 279A.120(1), (check one) is _____/is not _____a resident Proposer. If not, indicate State of residency_____.
- 10. The Proposer certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor’s Board.
- 11. The Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
- 12. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
- 13. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
- 14. Any Proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
- 15. The Proposer acknowledges receipt of the following addenda: (List by number and date appearing on

| <u>Addendum Number</u> | <u>Date</u> | <u>Addendum Number</u> | <u>Date</u> |
|------------------------|-------------|------------------------|-------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Name: _____ (print/type) Phone: _____

Title: _____

Fax: _____

Email Address: _____

This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to279C.870.

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

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

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION**Issuing Agency:** Beaverton School District

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

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

Proposer Name (signature)_____
Proposer Name (printed)_____
Proposer Title (printed)_____
Entity/Company Name (printed)_____
Date

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

DECLARATION AND SIGNATURES

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

Date: _____

By: _____
(Signature of authorized official)Name: _____
(Please type or print)Title: _____
(Please type or print)For: _____
(Firm’s name) (Please type or print)

CCB#: _____

Instructions

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



SECTION VI – ATTACHMENTS
 ATTACHMENT D
 Solicitation No: RFP 20-0005

CURRENT CONTRACTS IN FORCE

| ITEM | CONTRACT 1 | | CONTRACT 2 | |
|-------------------------|------------------|-----------------|------------------|-----------------|
| A. Work Location | | | | |
| B. Scope of Work; | | | | |
| Check box: | New Construction | Re-Construction | New Construction | Re-Construction |
| C. Contract Amount | \$ | | \$ | |
| D. Change Order Amount | \$ | | \$ | |
| E. % Completed | % | | % | |
| F. Est. Completion Date | | | | |
| G. Owner's Name | | | | |
| H. Owner Contact | | | | |
| I. Telephone | () | | () | |
| J. E-Mail Address | | | | |
| ITEM | CONTRACT 3 | | CONTRACT 4 | |
| A. Work Location | | | | |
| B. Scope of Work; | | | | |
| Check box: | New Construction | Re-Construction | New Construction | Re-Construction |
| C. Contract Amount | \$ | | \$ | |
| D. Change Order Amount | \$ | | \$ | |
| E. % Completed | % | | % | |
| F. Est. Completion Date | | | | |
| G. Owner's Name | | | | |
| H. Owner Contact | | | | |
| I. Telephone | () | | () | |
| J. E-Mail Address | | | | |



SECTION VI – ATTACHMENTS
 ATTACHMENT D
 Solicitation No: RFP 20-0005

LARGEST SIMILAR D-B JOBS YOU HAVE COMPLETED IN THE LAST TEN YEARS

| ITEM | CONTRACT 1 | | CONTRACT 2 | |
|---------------------------|------------------|-----------------|------------------|-----------------|
| A. Work Location | | | | |
| B. Scope of Work; | | | | |
| Check box: | New Construction | Re-Construction | New Construction | Re-Construction |
| C. Contract Amount | \$ | | \$ | |
| D. Change Order Amount | \$ | | \$ | |
| E. % Completed | % | | % | |
| F. Completion Date | | | | |
| G. Owner's Name | | | | |
| H. Owner Contact | | | | |
| I. Telephone | () | | () | |
| J. Owner's E-Mail Address | | | | |
| K. Architect Name | | | | |
| L. Architect Contact | | | | |
| M. Architect Telephone | () | | () | |
| ITEM | CONTRACT 3 | | CONTRACT 4 | |
| A. Work Location | | | | |
| B. Scope of Work; | | | | |
| Check box: | New Construction | Re-Construction | New Construction | Re-Construction |
| C. Contract Amount | \$ | | \$ | |
| D. Change Order Amount | \$ | | \$ | |
| E. % Completed | % | | % | |
| F. Completion Date | | | | |
| G. Owner's Name | | | | |
| H. Owner Contact | | | | |
| I. Telephone | () | | () | |
| J. Owner's E-Mail Address | | | | |
| K. Architect Name | | | | |
| L. Architect Contact | | | | |
| M. Architect Telephone | () | | () | |

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. _____



FINANCIAL RESOURCES

Indicate the Contractors total bonding capacity amount: \$_____.

What portion of this amount remains available at time of completion of this form? \$_____.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

(Include court, case number and party names.) _____

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

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

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

If “yes,” explain.

SECTION VI – ATTACHMENTS
 ATTACHMENT D
 Solicitation No: RFP 20-0005

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the construction 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 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 Construction | |
| D. Current Primary Responsibility | |
| ITEM | Principal Individual |
| A. Name | |
| B. Position | |
| C. Years in Construction | |
| D. Current Primary Responsibility | |
| ITEM | Principal Individual |
| A. Name | |
| B. Position | |
| C. Years in Construction | |
| D. Current Primary Responsibility | |
| ITEM | Principal Individual |
| A. Name | |
| B. Position | |
| C. Years in Construction | |
| 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 | |

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer shall provide six (6) references and shall use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

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

PROPOSAL SECURITY

(Contractor)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

KNOW ALL MEN BY THESE PRESENTS, that we _____ *(Here insert full name*
and address or legal title of Contractor)

As Principal, hereinafter called the Principal, and _____ *(Here insert full name*
and address or legal title of Surety)

a Corporation duly organized under the laws of the State of Oregon as Surety, hereinafter called the Surety, are held and firmly bound unto Beaverton School District No. 48J, 16550 SW Merlo Road, Beaverton, OR 97003, as Obligee, hereinafter called the Obligee, in the sum of five percent of dollars (\$) amount Bid (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Proposal for _____.

NOW, THEREFORE, if the Obligee shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Proposal, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____.

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

Key Personnel Form

Contract Authority: Name: Phone:
Project Manager: Name: Phone:
Superintendent: Name: Phone:

Design & Engineering

| <u>Discipline</u> | <u>Company Name</u> | <u>Person Assigned</u> | <u>Phone Number</u> |
|-------------------|---------------------|------------------------|---------------------|
|-------------------|---------------------|------------------------|---------------------|

Architect of Record:

Electrical Engineer:

Key Consultants:

Enter Trade/Discipline/Title/Name/Role:

Enter Trade/Discipline/Title/Name/Role:

Enter Trade/Discipline/Title/Name/Role:

Enter Trade/Discipline/Title/Name/Role:

Enter Trade/Discipline/Title/Name/Role:

Key Subcontractors:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Other Key Personnel:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role:

Enter Trade Discipline/Title/Name/Role: