



PUBLIC IMPROVEMENT PROJECT

REQUEST FOR PROPOSAL

Solicitation No: 20-0017

Design-Build Services for the Phase II Westview High
School (WHS) Career and Technical Education (CTE)
Upgrades Project

Solicitation Closing (Due Date & Time):

Step 1: December 23, 2020 at 2:00 PM Pacific Time

Step 2: February 4, 2021 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton OR 97003

December 23, 2020

**PUBLIC IMPROVEMENT
REQUEST FOR PROPOSAL**

Solicitation No: RFP 20-0017
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 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 WHS CTE Upgrades Project (Project). This is a two-step Solicitation.

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

No pre-Proposal Conference is scheduled or required during Step 1 of the Solicitation.

A MANDATORY pre-Proposal conference will be held for each eligible Proposer during the Step 2 of the Solicitation. This pre-Proposal conference is anticipated to take place during the week of January 11, 2021. The exact date will be scheduled via issuance of a written Addendum to Proposers selected to participate in the RFP's second tier of competition (Step 2).

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

SOLICITATION CLOSING:

Step 1: December 23, 2020 at 2:00 PM Pacific Time

Step 2: February 4, 2021 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 all Proposals have been evaluated, negotiations completed if required, and a Notice of Intent to Award has been published.

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 plan sets. Proposers must familiarize themselves with the entire Solicitation Document.

ALL Questions and comments regarding this Solicitation must be directed ONLY IN WRITING by e-mail 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 20-0017

1. INTRODUCTION:

This Solicitation is intended to support a traditional 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.

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 terms "Step 1" or "Step One", mean the first tier of competition under this RFP. Step 1 begins upon issuance of the RFP, and ends after the District has issued Notice of Qualified Finalists and subject to certain conditions (e.g., exigent work, etc.) that would allow the District to proceed with the Solicitation/Contracting, any Protests have been resolved. The terms "Step 2" or "Step Two", mean the second and final tier of competition under this RFP. Step 2 commences immediately upon the end of Step 1, and ends when a Contract has been executed. Qualified Finalist means a Proposer firm selected to participate in Step 2 of this RFP. 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. 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.
- b. 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.
- c. **Phase I of the WHS CTE Upgrades Project was Solicited as "ITB 19-0042 Westview High School Career Technical Education (CTE) Shop Renovation". If Proposers are interested, they may review the solicitation documents under the "Closed" tab at the following website:**
<https://www.beaverton.k12.or.us/departments/purchasing/solicitations>
- d. **Westview High School was constructed in 1994.**

5. GENERAL SCOPE OF WORK:

SECTION I – INTRODUCTION

Solicitation No: RFP 20-0017

Provide complete Design-Build services to design and construct all defined features that will support a manufacturing program at the WHS CTE facilities. Please refer to the Statement of Work and all applicable Attachments for a more detailed description of the Work.

6. CONTRACT:

Proposers selected for the second tier of competition will receive a Consultant Services Contract to create early design submittals that will be submitted for the second tier of competition. The Design submittals will become the property of BSD and may become the basis for eventual construction, whether or not the construction is awarded to the submitting firm. Prompt execution of the CSC (sample Attached) will be required to participate in Step 2 of this RFP.

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. The Contractor will receive AIA A141-2014 (modified) Exhibit A, Change Order, or other contract amendment, to enter into an agreeable GMP, design concept, 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. Certain contract terms reflect state statute 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.

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 Chris Hansen, 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.

<u>Solicitation Milestone – Step 1</u>	<u>Date</u>
Step 1 Deadline for Request for Clarification, or Change; Solicitation Protests	December 16, 2020 at 5:00 PM Pacific Time
Step 1 Solicitation Closing	December 23, 2020 at 2:00 PM Pacific Time
Notice of Qualified Finalists	January 6, 2021
Step 1 Qualified Finalist non-inclusion Protest Period	7 Days from Notice of Qualified Finalist date
 <u>Solicitation Milestone – Step 2</u>	 <u>Date</u>
Mandatory Pre-proposal conference	Anticipated to be week of January 11, 2021
Step 2 Deadline for Request for Clarification,	

SECTION I – INTRODUCTION

Solicitation No: RFP 20-0017

or Change; Solicitation Protests	January 26, 2021 at 4:00 PM Pacific Time
Step 2 Solicitation Closing	February 4, 2021 at 2:00 PM Pacific Time
Notice of Intent to Award Contract	On or about February 10, 2021
Award Protest Period	7 days from Notice of Intent to Award Date
School Board Contract Approval	February 22, 2021
Contract Executed/Begin Services	February 24, 2021

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
Solicitation No: RFP 20-0017

1. SOLICITATION OVERVIEW:

The purpose of this solicitation is to award a contract to a design-build firm to form a project team to deliver our Project Goals within our stated budget and schedule. Step 1 of the Solicitation involves creating a list of up to three (3) Qualified Finalist project teams. Step 2 of the Solicitation will be awarded by based on the Step 2 Evaluation Criteria by evaluating the proposed betterments/conceptual designs submitted by the Qualified Finalist project teams, project schedules, etc. (see Section V for exact criteria/requirements). After prompt execution of a Consultant Services Contract substantially similar to the Attached Sample CSC, the District will provide a stipend to the Qualified Finalist project teams. The contract amount will be \$800,000.00 and will be a lump sum. All permitting, design, engineering, logistics, construction, OH&P, general conditions, insurance, bonding will be included in the lump sum.

2. PROJECT GOALS:

- a. Timely Completion: This Project is funded with Measure 98 High School Graduation and College and Career Readiness Act of 2016 funds, which must be utilized prior to August 13th, 2021. Therefore, the District seeks a Design-Build project team with a demonstrated ability, proven track record, and proposed approach to complete the project before that date, with the least amount of schedule risk possible.
- b. Maximum Educational Value: As stated above, this Project has a sum-certain dedicated funding source. Therefore, completing the Project within the allocated budget is a project requirement. Moreover, the District seeks to obtain the maximum educational benefit from every dollar spent. To that end, the District desires Proposals that maximize project scope/programmatic outcomes within the allocated budget. Moreover, the District desired Proposals that would not be likely to result in additive (money) change orders unless significant existing/unforeseen conditions were discovered.

3. GENERAL PROJECT DESCRIPTION:

- a. The project summary is described below. The selected Contractor shall provide all services, labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all the work.
- b. Beaverton School District (BSD) is requesting proposals for complete Design-Build services for a Career Technical Education (CTE) project at Westview High School located at 4200 NW 185th Avenue, Beaverton, Oregon.
- c. Westview High School was constructed in 1994.

4. GENERAL REQUIREMENTS:

- a. Technical Specifications: All work in the design-build scope shall conform to the BSD technical standards unless approved in writing during the design phase. <https://www.beaverton.k12.or.us/departments/facilities-development/technical-standards>
- b. Safety and Security Requirements:
 - i. Background Checks: Background checks will be required for Contractor is responsible for applying for and payment of background checks for workers.
 - ii. Badging: All workers on site shall always wear a badge provided by the Prime Contractor or the District, as determined by the District.
 - iii. Site Fencing and Signage
 - a) Upon award of the contract, the contractor shall provide a site fencing and staging plan to the BSD representative for approval
 - iv. Safety Plan
 - a) Upon award of the contract, the contractor shall provide a written, final safety plan to the BSD representative for approval. The safety plan shall be the plan included with the accepted Proposal, as may be improved or amended.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 20-0017

- c. Supervision: The Prime Contractor shall always have a representative on site during construction operations. This person shall be responsible for overseeing the site safety and quality control plans.
- d. Quality Control: Upon award of the contract, the contractor shall provide a written quality control plan to the BSD representative for approval. The quality control plan shall be the plan included with the accepted Proposal, as may be improved or amended.
- e. Schedule Requirements: A detailed project schedule shall be required as a Step 2 submission to this Solicitation. The project schedule submitted during Phase 2 of this Solicitation, subject to Contract negotiations, will become part of the Contract resulting from this Solicitation. The Project Milestones are as follows:

<u>Project Milestone</u>	<u>Date</u>
Commencement of Design Services	Upon Contract award, on or about 2/22/2021
Construction Start	Immediately after permits are received
Substantial Completion	July 30, 2021
Final Completion (100% billed)	August 13, 2021

- f. EBuilder: BSD utilizes eBuilder as its' project management platform. The successful proposer will be required to use eBuilder for RFI's, Submittals, Pay Applications, Change Orders, etc. Training will be provided by BSD if necessary.
- g. 3rd Party Consultants - BSD will contract with the following 3rd party consultants:
 - a. Materials & Special Inspector.
- h. Submittal Requirements:
 - a. All proposed products shall comply with BSD technical standards. All proposed products shall be submitted for owner approval through eBuilder. Following Contract Award and as required by the District, all proposed products shall comply with BSD technical standards. All proposed products shall be submitted for owner approval through eBuilder. If, after Contract Award, the District does not approve any products/materials included in the Contractor's Proposal, the Contractor will be required to, replace the proposed product/material with a District-approved product/material and either 1) credit the District for any savings, or 2) pay for any excess costs without increasing the GMP.
 - b. Design drawings shall be submitted to BSD for approval per a design review process. Design drawings shall be submitted to BSD for approval per a design review process.

5. PROJECT SPECIFIC REQUIREMENTS:

Proposal must include all design services, demolition work, construction materials, construction services and work, internal quality control services and work, internal project management services, and any other related work or services for the following:

Required:

- a. Provide conceptual design in phase 2 of solicitation. \$15,000.00 stipend will be provided for each of the up to 3 Qualified Finalists selected during Step 1.
- b. Provide all design and engineering for the Work described herein.
- c. Provide and secure all permits necessary. BSD will reimburse the cost of the building permit. Trades permits shall be paid by the contractor.
- d. Construction may be occupied depending on COVID-19 protocols at the time of construction start. Proposals shall assume occupied construction.
- e. Complete: Must be complete and 100% bill the Project by August 13th.
- f. Provide all demolition and abatement necessary to facilitate the construction of the work. Whereas the building was constructed in 1994, no asbestos or other hazardous materials are expected. Contractor will be responsible for testing and abating any hazardous materials found. Because none are expected, any such abatement shall be considered unforeseen conditions.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 20-0017

- g. New Roll-up Door 14' Wide, insulated metal with any applicable structural modifications needed to support the door. The Roll-up door shall be power operated with a safety bar and shall comply with any other code applicable requirements.
- h. 60'x40' concrete Work Pad located directly outside of the shop area.
- i. Electrical service to outdoor covered area 120v and 220v.
- j. Security Fence around new work area. 6' Chain link with slats. Other solutions with similar/better performance and better aesthetics may be considered.
- k. Material Storage Building with material racks on wall for storing 20' long raw steel of varying shapes. Step 2 Proposal submissions shall include the size and detailed storage capacity of the building.
- l. Add interior windows between Room 135 and the existing sticker room to match windows in the area.
- m. Paved Path from driveway to roll up door for deliveries. Path must be capable of supporting the size/weight of typical delivery vehicles.
- n. Steel canopy with lighting covering the work area:
 - a. Canopy must be compatible with any applicable design elements of the existing building.
 - b. Canopy must be designed to support electrical service [(as required under Statement of Work section a), iv)] for students to work under the canopy (e.g., from columns, etc.).
 - c. Desired lighting shall maximize performance with regard to amount of light and ease of maintainability.
- o. Screening of existing dust collection system, and new work area (see Statement of Work section a) v) for work area specific fence requirements).
 - a. Proposed screening solution must prevent people from accessing dust collector (except for maintenance).
 - b. Proposed screening solution must be aesthetically pleasing relative to the existing building design.
- p. Roof access prevention. All components shall be designed to prevent roof access.
- q. Permitting:
 - a. Responsible for Land Use application/review with WACO planning
 - b. Washington County Building Permit
 - c. Will need a CWS permit, recommend paying a fee in lieu of storm water mitigation due to the added impervious area.
- r. Other Requirements
 - a. Must be ADA compliant
 - b. Must have adequate drainage
 - c. New area should be securable and accessible
 - d. Must be consistent with overall aesthetics of WHS
 - e. All Work must be integrated to existing intrusion, fire, and access control systems.

Design services:

- a. Provide complete design to CD level drawings and specifications for permitting and construction.
 - i. Design deliverables due at 100%SD, 100%DD, and 80%CD

6. ADDITIONAL REQUIREMENTS:

- a. **e-Builder.** See sample contract attached to this solicitation.
- b. **Background checks.** Refer to 5.b.i. above.
- c. **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

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 20-0017

aspires to a goal of expending ten (10) percent of content, by contract value, in completing our capital bond work on 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.

- d. 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 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
Solicitation No: RFP 20-0017

1. FORMAL SELECTION PROCEDURE:

The District shall procure the Design-Build services in accordance with model rules the Attorney General adopts under ORS 279A.065(3).

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.
- b. **Landscape Contracts.** The District shall not consider a Person's Proposal to do Work as a landscape Contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape Contractor's license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the Offer is made.
- c. **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.
- d. **Asbestos Abatement Work.** If required, 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 may require attendance at the pre-Proposal conference as a condition for submission of a Proposal. 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.
- c. **Notice.** The Summary page of this solicitation indicates the pre-Proposal conference scheduled date and time, and whether the pre- Proposal conference is mandatory or non-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 Addendum.

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 form.
- 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

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

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 noted in the Solicitation Schedule and 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, 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.** No later than the date and time specified in the Solicitation Schedule, Proposers may request in writing a change to the Specifications or Contract terms and conditions. A Proposer must deliver the Written request for change by email to contracts@beaverton.k12.or.us. (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 the subject line of its request for change email as follows, or in a substantially similar fashion:
 - I. "Contract Provision Request for Change"; and
 - II. Solicitation number.
- c. **Protest.**
 - i. **Delivery.** No later than the date and time specified in the Solicitation Schedule, a Proposer may protest Specifications or Contract terms and conditions. A Proposer must deliver a written protest by email to contracts@beaverton.k12.or.us.
 - 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 the subject line of its protest as follows:
 - I. "Contract Provision Protest"; and
 - II. Solicitation number.
 - 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

Solicitation No: RFP 20-0017

- 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, as identified in this solicitation document, with the Proposer. Where negotiation is permitted by the rules or this Solicitation Document, Proposers are bound to an obligation 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 of this document.
- f. **Forms.** Proposers shall submit the form(s) required under Section V of this document.
- g. **Documents.** Proposers shall provide the District with all documents and descriptive literature requested.
- h. **Facsimile or Paper Submissions.** The District will not accept facsimile or Paper Proposals. Proposals shall only be submitted by email, in electronic (e.g., standard PDF format). Proposers are responsible for ensuring that the District is able to open electronic Proposals.
- i. **Identification of Proposals.**
 - i. To ensure proper identification and handling, Proposals shall be submitted by email with the Proposer's name, solicitation number, and other clearly identifying information in the email subject line/text.
 - 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.

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

- 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.** Prior to the Closing date and time in the Solicitation Schedule, 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, or substantially similar information in the email subject line:
 - i. "Proposal Modification"; and
 - ii. Solicitation Number.
- b. **Withdrawals.**
 - i. Prior to the Closing date and time in the Solicitation Schedule, a Proposer may withdraw its Proposal by emailing to contracts@beaverton.k12.or.us a written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer. The Proposer or authorized representative of the Proposer may also withdraw its Proposal in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
 - ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative, after voiding any date and time stamp mark;
 - iii. The Proposer shall mark the emailed, written request to withdraw a Proposal as follows, or with substantially similar information:
 - 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 contracts@beaverton.k12.or.us prior to the Closing. The District's email system shall electronically time-stamp each Proposal and any modification upon receipt. Proposers should note that multiple proposals being submitted by email may cause delays in the District's email server's processing and receipt of the emails.
- 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.

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.

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

11. MISTAKES:

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes.
- b. **District Treatment of Mistakes.** The District shall not allow a Proposer to correct or withdraw a Proposal 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;
 - 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.

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

- 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 are 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 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

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

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. **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.
- d. **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:**

- a. **Notice.** At the time that Qualified Finalists are selected, the District will issue notice to all Proposers. At least seven (7) days before the Award of the 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 notices shall conform to customary practices within the District's procurement system and may be made electronically.
- 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. To be timely-filed, any Protests filed concerning non-inclusion in the competitive range (i.e., not having been selected as a Qualified Finalist), must be received by the District no later than seven (7) days following the District's issuance of Notice of Qualified Finalists.
- 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.**

- 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.

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

- 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.

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.

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;
 - 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

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

- d. **Rejection of all Proposals.** A 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.
- c. **Right to Protest Award.**
 - i. An adversely affected or aggrieved Proposer may submit to the District 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. Prior to the specified date and time, Proposers must email Protests to contracts@beaverton.k12.or.us. The email subject line must clearly identify that the email is a Protest of intent to award for this RFP.
 - iii. The Proposers protest shall be in Writing and shall specify the grounds upon which the protest is based.
 - iv. 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

SECTION III – PUBLIC CONTRACTING RULES

Solicitation No: RFP 20-0017

with the highest scoring Proposal and the most Responsive Proposal.

v. 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 may settle or resolve a written protest submitted in accordance with the requirements of this Rule.

e. **Decision.** If a protest is not settled, 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. The District will make efforts to meet with such Proposers within 30 days of receipt. 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 20-0017

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 most recently published Prevailing Wage Rates for Public Works Contracts in Oregon effective at the time of the Solicitation Issue Date. 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.

SECTION IV – PUBLIC WORKS REQUIREMENTS
Solicitation No: RFP 20-0017

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
Solicitation No: RFP 20-0017

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);

SECTION IV – PUBLIC WORKS REQUIREMENTS
Solicitation No: RFP 20-0017

- 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 20-0017

1. GENERAL INFORMATION:

This section prescribes the mandatory format for the presentation of Proposal contents in response to both Step 1 and Step 2 of this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to submit Proposals in accordance with the provisions of this Section may be grounds to declare a Proposal non-responsive. Failure to provide any information requested in this solicitation may result in rejection of the Proposal.

Step 1 Proposal Contents

Prior to the Solicitation Closing for Step 1, Proposers must submit the information required under this Section V – Response and Evaluation, 3. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS, and only the contents described under the Step 1 Requirements/Criteria heading under 4. DETAILED PROPOSAL CONTENT REQUIREMENTS.

Step 2 Proposal Contents

Prior to the Solicitation Closing for Step 2, Qualified Finalists must submit the information required under this Section V – Response and Evaluation, 4. DETAILED PROPOSAL CONTENT REQUIREMENTS, Step 2 Requirements/Criteria.

2. OFFER FORMAT:

- a. Proposers must submit Proposals as specified in Section III of this RFP:
- b. Proposals shall only be submitted by email, in electronic (e.g., standard PDF format). Proposers are responsible for ensuring that the District is able to open, read, and evaluate electronic Proposals.
- c. Concise and direct answers are encouraged. **Step 1 Proposals are limited to 15 pages not including Attachments/Forms.** There is no page limit for Step 2 Proposal submissions, 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.

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

4. DETAILED PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the required items. The Proposer Certification Form (see Attachments) should 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 concise response to each of the following criteria areas. Proposers shall present a proposal containing the specific information requested, in the order listed below, and submit all attachments as required:

Step 1 Requirements/Criteria

a. Experience (up to 35 Points Possible)

- 1) Describe the Proposers' availability and capability to perform the required Design-Build services outlined in the Statement of Work
- 2) Describe Proposers' and their sub-consultants demonstrated ability to successfully complete similar services on time and within budget, including if there is a record of satisfactory performance. State if design-build team has worked together in the past.
- 3) Describe Proposers' Performance history in meeting the following:

SECTION V – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0017

- a. Deadlines – provide examples from last 3 similar projects.
- b. Washington County building department permit and deferred submittal performance.
- c. Accuracy of cost estimates – provide examples from last 3 similar projects.
- d. Producing high quality work.
- e. Meeting financial obligations.

b. Personnel (up to 35 points Possible)

- 1) List the Proposers' key staff to be assigned to the project and describe their Design-Build and K-12 experience in providing similar services on.
- 2) Describe the amount and type of resources and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work Section.
- 3) Show the recent, current, and projected workloads of the staff and resources referenced above to be assigned to the project.
- 4) List the proportion of time Proposer estimates that the staff referenced above to be assigned to the project, would spend on the services described in the Statement of Work Section.

c. Sub-Consultants (up to 30 Points Possible)

- 1) List the sub-consultant(s) (per trade) that would be retained, and their roles with the project, experience of key staff, amount and type of resources, availability, current workload, and proportion of time of key staff related to the services described in the Statement of Work Section;
- 2) List the sub-consultant(s) key staff assigned to the project, their experience, amount and type of resources, availability, current workload, and proportion of time of key staff assigned to the project related to the services described in the Statement of Work Section;

Step 2 Requirements/Criteria

a. Proposal Substantiation Form (up to 40 Points Possible)

- 1) The Proposal substantiation must clearly demonstrate compliance with RFP requirements.
- 2) The Proposal substantiation should clearly communicate the Proposer's understanding of the Project Requirements.
- 3) The Proposal substantiation should clearly communicate the proposed scope of Project Work.
- 4) The Proposal substantiation should clearly communicate all items listed in Section II Statement of Work, including Project objectives and any betterments to the Project proposed by the Proposer.

b. Conceptual Plans (up to 30 Points Possible)

- 1) The proposer's conceptual plans for the Project (the "Conceptual Plans") must include all scope items as stated in Proposal scope of work (Section III)
- 2) The Conceptual Plans should clearly demonstrate RFP compliance relevant to functional requirements, spatial relationships, Project scope understanding.
- 3) The Conceptual Plans will also be scored on the Proposer's innovation and aesthetic approach to the Project.

d. Project Schedule (up to 20 Points Possible)

- 1) The project schedule must comply with the RFP established dates and as stated in the Proposal Scope of Work (Section II)
- 2) The Project schedule should clearly identify Project milestones for design, submissions, permits, and construction work and other work completion.
- 3) The Project schedule should clearly identify start and completion dates for all major Work components, including design reviews, permits, construction work and other work.

c. Risk Mitigation Plan (up to 20 Points Possible)

- 1) The Proposer's Risk Mitigation Plan must address all risks identified in the RFP Risk analysis attachment.
- 2) The Proposer's Risk Mitigation Plan should address any additional risks identified by the Proposer.

SECTION V – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0017

- 3) The Proposer’s Risk Mitigation Plan should clearly identify the Proposer’s method for risk monitoring and mitigation.

d. Safety, Staging, and Anti-harassment Plan (up to 10 Points Possible)

1. Provide safety plan.
2. Provide site staging plan.
3. Provide Anti-harassment plan.
 - a. At a minimum, this plan shall ensure a worksite free of symbols, language, and other acts of hate, racism, sexism, discrimination, harassment, and bullying.
 - b. Contractor’s enforcement of Incidents involving the above shall have the effect of holding accountable any of Contractor’s employees, subcontractors’ employees, and principals / owners involved in the Work who instigates, supports, or fails to report any incidents.

j. GMP (Guaranteed Maximum Price), Design-Builder’s Fee & Hourly Rates (Pass/Fail)

(Purchasing Staff will separate this information from the Proposal while the evaluation committee scores the remaining criteria. The GMP will then be distributed to the committee and evaluated.)

- i. The price established for the project will be a stipulated sum of \$800,000.00; the contract amount will be set as a guaranteed maximum price and shall include the required design services. Please indicate the cost (GMP) for the project including all work.
- ii. Provide a cost for design services and include a rate schedule(s) for your team’s hourly rates.
- iii. Provide a total cost for General Conditions. All proposals are to use the Costs for General Conditions Work Matrix (see Attachments) as the basis for determining General Conditions for this project.
- iv. Please indicate the fee for your firms’ design-build services, this should be a % of the cost of the work.
- v. The proposed GMP cost details should demonstrate costs that adequately support the Proposal and represent a best value to the District.

5. PROPOSAL EVALUATION:

The District shall establish a committee of at least three individuals to review, score, and rank Proposals according to the evaluation criteria set forth in the Solicitation. The District may include the same members on the evaluation committee for both Steps of this Solicitation or may change some or all members to achieve alignment (e.g., perspective, expertise, etc.) with the different elements of each Step. The District may appoint to the evaluation committee District employees or employees of other public agencies with experience in Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying, Related Services, construction services, or Public Contracting. At least one member of the evaluation committee must be a District employee. The evaluation committee shall provide to the Construction Purchasing Department the results of the scoring and ranking for each Proposer.

6. EVALUATION CRITERIA:

The District will score each proposal by reviewing and evaluating the proposal content requirements outlined above with respect to the project requirements, solicitation requirements, and the evaluator’s professional judgement. The following table indicates how the total points in the scoring will be assigned by required proposal item. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items.

Step 1 Evaluation Criteria

The evaluation committee will review Proposals initially deemed responsive and score the Step 1 Criteria listed in the below table.

Step 2 Evaluation Criteria

The evaluation committee will review Proposal contents initially deemed responsive and score the Step 2 Criteria listed in the below table. Any Step 2 Proposal Contents received from Proposers who are not Qualified Finalists will be rejected as non-responsive.

SECTION V – RESPONSE AND EVALUATION
Solicitation No: RFP 20-0017

CRITERIA	Maximum Points
Step 1	
Project Schedule	35 Points
Personnel	35 Points
Sub-Consultants	30 Points
Step 1 Maximum Points	100 Points
Step 2	
Proposal Substantiation Form	40 Points
Conceptual Plans	30 Points
Project Schedule	20 Points
Risk Mitigation Plan	20 Points
Safety, Staging, and Anti-harassment Plan	10 Points
GMP	pass/fail
Step 2 Maximum Points	120 Points
TOTAL	220 Maximum Points

References may be checked and/or considered solely on adherence to the above criteria and the degree to which they are relevant to this Project. They may be considered in assessing Proposer Responsibility and/or considered with regard to the Criteria for Step 1, Step 2, or both steps of the Solicitation.

7. INTERVIEWS.

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked firm and an additional number of firms as determined at the sole discretion of the evaluation committee may be invited to interview. The interview process will be used to supplement and clarify the information contained in the proposal.
- b. Interviews, if conducted, will bear on the firms’ rankings in the selection process.
- c. Percentage/points assigned during the initial evaluation process may be adjusted by the evaluation committee members, at their discretion, based upon findings from the interviews.
- d. Based upon the proposal scoring, modified by the interviews if held, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to District Administration for a final decision to award a contract.
- e. Details about interviews will be issued to those firms invited. Such interviews/presentations will be at the firm's expense.

8. SELECTION AND NEGOTIATION.

Step 1 Selection

If the District does not cancel the Solicitation after it receives the results of the Step 1 scoring and ranking for each Proposer, the District will select up to three Qualified Finalists, who may participate in Step 2 of the Solicitation.

Step 2 Selection

If the District does not cancel the Solicitation after it receives the results of the Step 2 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:

- a. The Proposer’s performance obligations and performance schedule:

SECTION V – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0017

- b. Payment methodology and a maximum amount payable to the Proposer for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the District as determined solely by the District, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; 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. The evaluation committee shall provide to the Purchasing Manager the results of the scoring and ranking for each Consultant.

9. TIES AMONG CONSULTANTS.

- a. If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines, after the ranking of Consultants, that two or more Consultants are identical in terms of price or are identical in terms of price and qualifications, then the District may elect to award an additional contract to the tied Proposers regardless of how this impacts the overall number of contracts issued.

PROPOSAL SUBMISSION CHECKLIST

ALL AFFIDAVITS, CERTIFICATIONS, FORMS AND PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION V MUST BE INCLUDED AS PART OF THE PROPOSAL. SEE SECTION V FOR DETAILED INFORMATION ON PROPOSAL CONTENTS THAT MUST BE SUBMITTED IN RESPONSE TO STEP 1 AND STEP 2 OF THE SOLICITATION.

_____ 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.
- _____ AFFIDAVIT 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)
- _____ PROPOSER FEES AND COMPENSATION FORM (Attachment F)
- _____ PROPOSAL SECURITY (Attachment G)
- _____ PROPOSAL SUBSTANTIATION FORM (Attachment H)
- _____ DETAILED PROPOSAL CONTENT REQUIREMENTS as outlined in SECTION V Paragraph 5.

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 I Costs for General Conditions Work Matrix (attached as separate file)
- ATTACHMENT J Sample AIA A141 Contract (modified) (attached as separate file)
- ATTACHMENT K Sample CSC (attached as separate file)

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 he or she has read and understands the Terms and Conditions, Specifications, Addenda (if any), Contract and all other documents pertaining to this Project. That the Contract is, in his or her 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 he or she has, or has 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 he or she has 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 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 his/her 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 Notice of Acceptance of this Proposal, 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 he or she that 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: 20-0017

- 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 addenda.)_

<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.

CURRENT CONTRACTS IN FORCE

ITEM	CONTRACT 1		CONTRACT 2	
A. Work Location				
B. Scope of Work;				
Check box:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> 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:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> 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				

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:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> 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:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> 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	()		()	

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

ITEM	SURETY COMPANY 1	SURETY COMPANY 2
A. Company Name		
B. Contact's Name		
C. Telephone	()	()
D. Fax	()	()
E. E-Mail Address		
PRESENT AMOUNT OF BONDING COVERAGE (\$):	HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED <i>(If Yes, please provide detailed information in Remarks)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS <i>(If Yes, please provide detailed information in Remarks)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO

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 20-0017

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 use this form to provide references as required by the RFP document 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.

PROPOSER FEES AND COMPENSATION FORM

Please fill out completely with your proposed fees and compensation for the following items:

Total Design Services: \$ _____
(Attach hourly rates for Design-Builder, Architect and Consultants/Sub-consultants Separately)

General Conditions: \$ _____

Fee: _____ %

Total Guaranteed Maximum Price (GMP) = \$ _____
(Includes Phase 1 Design Services)

Signature: _____ Date: _____

Name (print): _____

Title (print): _____

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)

Proposal Substantiation Form

(This is a placeholder. The Proposal Substantiation Form template will be Provided via Addendum to the Qualified Finalist Proposers)