



REQUEST FOR PROPOSALS
Solicitation No: RFP 20-0036

For the Provision of
Gym and Stage Wood Floor Re-Coating,
Repair, and Refinishing

RFP Closing (Due Date & Time):
May 11, 2021 at 2:00 PM Pacific Time

Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
April 9, 2021

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 20-0036

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Gym and Stage wood floor re-coating, repair and refinishing for the Beaverton School District on an as needed basis.

A **Pre-Proposal Conference** is not scheduled for this solicitation.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation by email to contracts@beaverton.k12.or.us **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):
May 11, 2021 at 2:00 PM Pacific Time

No public opening will occur. Proposals will be opened and recorded. 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 recommendation for Award has been published.

Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.
LATE PROPOSALS WILL NOT BE ACCEPTED.

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

All questions and comments regarding this solicitation must be directed **ONLY IN WRITING** to Larry Pelatt, by email to: contracts@beaverton.k12.or.us

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

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

SECTION I – INTRODUCTION

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Gym and Stage Wood Floor Re-Coating, Repair and Refinishing

1. INTRODUCTION:

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

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "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 Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Proposals. "Contractor" or "Supplier" means the firm(s) awarded a Contract(s) as a result of this Solicitation.

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 QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. SCOPE OF WORK:

The purpose of this solicitation is to establish a Master Contract to provide gym and stage wood floor re-coating, repair, and refinishing at all District facilities on an annual and as needed bases as requested by the District Representative.

- There are 224,871 square feet (sf) of wood gym floors located in 6 Elementary Schools, 9 Middle Schools, 6 High Schools and 1 Option School that will be re-coated annually.
- A list of schools detailing the number and square footage of gyms per school is included herein as Attachment H.
- Each school has a stage. Stage floors are not re-coated on an annual basis, only as needed, and requested by the District Representative.

The District provides no guarantee of quantity or frequency of orders.

6. CONTRACT:

The successful Proposer(s), selected by the District, will receive a Master Trade Service Contract. A sample is enclosed herein (see ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect State statute and District policy and may not be altered.

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- b. The Contractor(s) will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract(s) only after it has obtained all applicable required documents and approvals.

Individual Project Work Authorizations (PWAs) will be issued by the District as needed.

7. **AMENDMENTS:**

The District may amend the Contract(s) resulting from this solicitation without additional competition pursuant to OAR 137-047-0800.

8. **CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer(s) will be issued a Contract effective upon full execution, through June 30, 2022.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of five (5) additional one-year terms. In no event will the contract be extended beyond June 30, 2027.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2022 and through June 30 of each contract period, if/when extended.
- e. Supplier may request a price adjustment to be effective as of July 1 of any contract extension year. The requested adjustment must be reasonable and supported by documented cost increases/decreases. IF The District agrees to the requested adjustment, it will be incorporated into the applicable contract extension document. . Requested adjustment requests not received and approved by the District on or before June 30 of the contract or contract extension year will not be effective until July 1 of the next contract extension year.

9. **CONTRACT ADMINISTRATOR:**

The Contract Administrator for this Master Contract will be the Purchasing Manager, or designee. The Contract Administrator, or others as allowed by District Policy, shall have authority to bind the District on matters related to the Contract.

10. **DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Krista Hawkins, or designee. The District Representative shall represent the District's interests but shall not have authority to bind the District on matters related to the Contract.

11. **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. The District reserves the right to deviate from this schedule.

Solicitation Milestone

Advertise Solicitation
Deadline for Questions
Submit Proposals

Completion Date

April 9, 2021
April 19, 2021
May 11, 2021

12. **CONTACT DURING SOLICITATION:**

Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation

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process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

SECTION II – STATEMENT OF WORK
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1. **STATEMENT OF WORK.** The selected Provider(s) shall provide all labor, plant, equipment, transportation and other facilities and services to provide gym and stage wood floor re-coating, repair, and refinishing at all District facilities on as needed basis.
2. **PROPOSER REPRESENTATIVE.** Proposer shall provide the District a representative of the Proposer who shall function as the single point of contact to act as liaison as necessary to meet contractual requirements to assure end user satisfaction. The representative shall be available at all times during normal District Maintenance Service Department working hours, 7:00 A.M to 3:30 P.M. throughout the term of the contract, whenever work is being performed.

3. **CONTRACTOR QUALIFICATIONS.**

Proposer shall meet or exceed the following qualifications:

- a. A minimum of four (4) years of continuous related work and business experience, at least three be with a school district(s).
- b. Shall be capable of maintaining performance and payment bonds for up to \$50,000.
- c. Proposer shall not have any public or private interest and shall not acquire directly or indirectly any such interest during the term of this Contract which conflicts in any manner with the performance of its services under this Contract.

4. **CONTRACTOR SERVICES.**

The District expects to issue PWAs for the following, non-inclusive list of services:

- a. Annual re-coating of gym wood floors (approximately 224,871 sf).
- b. Re-coating of wood stage floors on an as requested basis.
- c. Repair of gym and stage wood floors.
- d. Refinishing of gym and stage wood floors.

5. **CONTRACTOR RESPONSIBILITIES.**

Contractor shall:

- a. Successfully complete the Background Check and Badging Requirements per District Policy included as Attachment K.
- b. Meet or exceed District Technical Standards (see below item #6 of this, Section II).
- c. As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for orderly progress and proper execution and completion of the Work including, but not limited to, materials, equipment, labor and subcontractors, transportation, construction equipment and machinery, tools, and other facilities and incidentals.
 - Daily complete removal and proper disposal of waste.
 - A. The District will allow one onsite dumpster, provided by contractor, for floor refinishing dust.
 - (i) All empty floor finish containers shall be allowed to air dry prior to disposal to prevent flashfires in dumpster.
- d. Contractor shall employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

6. **DISTRICT TECHNICAL STANDARDS.**

Contractor shall adhere to District standards for gym and stage wood floor re-coating, refinishing, and repair.

Re-coating.

- i. If any repairs to the existing floor are needed, Contractor shall provide a quote and timeframe to the District Project Coordinator on the project.
- ii. Remove all tape, gum, or other incompatible substances from gym or stage wood floor. Then, clean the floor entirely to make sure floor is free of soil, polishes, waxes, oily residues, or other materials detrimental to the re-coating process.
- iii. Screen all surfaces using a #120 grit screen for every 250sf of use. Flip pad, discarding after 500sf of total use for one pad.
 - A. Use "wet screening process" to reduce airborne dust.
 - B. No screen marks shall show after finish is applied. Use additional fine grit screens if needed to avoid screen marks.
- iv. Tack entire floor immediately prior to applying finish. For wet screen, tack with water or "Tack It" and allow floor to dry thoroughly prior to applying coatings.
 - A. Apply bonding agent if required.

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- B. Prior to application, coordinate with school staff to ensure all ventilation systems are turned off to avoid dust settling on floors while finish is drying.
 - (i) Ventilation may be turned back on during the curing period, if desired.
- v. Apply two finish coats of Polyurethane finish to each gym floor. Apply Polyurethane finish going with the direction of wood grain.
- vi. Apply two finish coats of water-based urethane to applicable gym floors, as specified by District representative.
 - A. Product shall contain 40-60% solid compounds as specified.
 - B. Submit product information and MSDS/information to District prior to starting job.
 - C. Do not exceed the manufacturers recommended coverage per gallon.
 - D. No Puddle coating.
 - E. No streaks, fisheyes, wrinkling, bubbling, peeling, dirt particles or screen marks are allowed after the finish coat is applied.
 - F. Shall apply test sample to assure adherence prior to finish coating.

Repair.

- vii. All repairs shall be made prior to re-coat or refinish preparation.
- viii. All repairs shall match existing material and grade.
- ix. All repairs shall meet District Technical Standards.

Refinishing.

- x. Remove all layers of finish and game lines down to raw wood.
- xi. If any repairs to the existing floor are needed, Contractor shall provide a quote and timeframe to the District Representative on the project.
- xii. Apply liberal and uniform coats of penetrating sealer with at least the minimum coverage per the manufacturer's instructions.
 - A. Allow to dry completely between coats.
 - B. Apply second coat of sealer.
 - C. Tack floor, corners, and edges immediately prior to all sealer and finish coats.
- xiii. Work with District Representative on floor design and provide drawing for stakeholder review and approval.
 - A. Repaint all game lines and logos as per design.
- xiv. After Paint has cured, apply two (2) coats of Polyurethane, or water-based urethane finish as outlined in item 6A (v) listed above under Re-coating.

7. PROJECT PROCEDURE.

During the contract period, there will be annual gym re-coating projects every summer with other work on an as needed basis. All work shall be initiated by the District Representative or designee.

- a. **Quote.** Contractor shall be required to prepare and submit a written quotation for each project (see Attachment L- Sample Quote, Project Pricing Schedule).
 - A. The District Representative will provide a project scope of work to the Contractor.
 - B. The Contractor shall apply the Pricing proposed herein to complete the quote price schedule.
 - C. Quotations shall remain firm for thirty (30) days from acceptance by the District.
- b. **Notice to Proceed.** The District Project Representative will provide the selected Contractor a notice to proceed in the following form.
 - A. The Contractor may be issued a fully executed Project Work Authorization ("PWA") form (see sample – Attachment J).
 - B. Following full execution of a PWA, the District may email, fax, or mail the notice to proceed to the Contractor.
- c. **Scheduling of Work.** Contactor shall cooperate with School officials in performing work so interference with scheduled programming will be held to a minimum.
 - A. Summer gym floor re-coating and refinishing shall be scheduled by June 30 with work to be completed on schedule between the first week of July and the third week of August.

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8. TIMING/RATES.

- a. No premium shall be paid for work performed after regular business hours (8:00 AM – 5:00 PM). Except for work pursuant to ‘hours of labor – ORS 279C.520’. The Contractor shall adjust workers’ schedules to accomplish the work around a particular site’s schedule so that no premium time shall be paid.
 - i. For example, the Contractor shall schedule workers to begin work on a project at a school when no students are present - starting at 3:30 PM and stopping work for the day at 11:00 PM.
- b. During the summer, the hours of operation for the schools will be from 7:00 AM until 3:30 PM Monday through Friday.
 - ii. If the Contractor requires other or additional hours, the Contractor must pre-arrange such hours seven (7) working days in advance. The Contractor shall pay to have a monitor present at the site during these times. Such extra costs are not considered reimbursable expenses.

9. SITE VISIT.

Prior to start of any project, Contractor shall visit the jobsite to verify all conditions.

- a. Schedule all site visits with District Project Representative.

10. BOLI/PREVAILING WAGE REQUIREMENTS:.

- a. Whereas the PWAs executed under the Contract resulting from this Solicitation are expected to exceed \$50,000 in combined value, all contractors and subcontractors shall abide by the latest determination of the BOLI/PWR minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Department of Labor and shall abide by all amendments, decisions, and related regulations of these agencies. Specifically:
 - i. The Contractor shall pay workers prevailing wage rates for the Region #2.
 - ii. The Contractor is not required to pay BOLI fees based on each project scheduled under this contract. The District is responsible for paying the fees directly to BOLI. The Contractor shall remove such fees from their calculations when providing a quote under this section.
 - iii. 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 839-016-0020(1)(a).
 - iv. The Contractor shall pay weekly, holiday (including weekends) and daily overtime as required. OAR 839-016-0020(1)(b).
- b. \$100,000 - FIRST TIER DISCLOSURE. The Contractor shall submit a First-Tier Subcontractor Disclosure Form for each project that exceeds \$100,000. A blank form will be provided by the District. Provide product samples for additional items to be considered subsequent to the award at no charge.
 - i. All product samples shall be clearly labeled with the manufacturer’s brand name and/or number and the Contractor’s name.
 - ii. All product samples shall become the property of the District.

SECTION III – INSTRUCTIONS TO PROPOSERS
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1. FORMAL SELECTION PROCEDURE:

The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.

2. 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.

3. PROPOSALS ARE OFFERS: A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.

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

4. ADDENDA:

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish Notices as required as well as 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 the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective 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 will not issue Addenda less 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

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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 PROTEST:

- 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:**
 1. 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.
 2. A Proposer shall mark the subject line of its request for change email as follows, or in a substantially similar fashion:
 - a. "Contract Provision Request for Change"; and
 - b. 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.**
 1. A Proposer's Written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. A description of the resulting prejudice to the Proposer; and
 - c. A statement of the desired changes to the contract terms and conditions, including any Specifications.
 2. A Proposer shall mark the subject line of its protest as follows:
 - a. "Contract Provision Protest"; and
 - b. 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 – INSTRUCTIONS TO PROPOSERS

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

6. CANCELLATION OF SOLICITATION.

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

7. PROPOSAL SUBMISSIONS.

- a. **Offer and Acceptance.** The submitted Proposal is the Proposer's offer to enter into a Contract.
 - i. The Offer is always a "Firm Offer," i.e., the Proposal shall be held open by the Proposer for the District's acceptance for sixty (60) days. The District may elect to accept the Proposal at any time during the specified period, and the District's Award of the Contract to a Proposer constitutes acceptance of the Offer and binds the Proposer to the Contract.
 - ii. Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified above, the District may elect to discuss or negotiate certain contractual provisions, 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 means and in either standard PDF format or Microsoft WORD. Proposers are responsible for ensuring that the District is able to open and read 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

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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.
- 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 OF PROPOSALS:

- a. **Modifications.** Prior to the Closing date and time in the Solicitation Schedule, a Proposer may modify their Proposal in writing. 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 and withdrawn Proposal to the Proposer or its authorized representative, after recording the withdrawal in the Solicitation file;
 - 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.

SECTION III – INSTRUCTIONS TO PROPOSERS

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- 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.

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;

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

12. PROPOSAL PREPARATION:

A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:

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

13. PROPOSAL SUBMISSION: Pursuant to OAR 137-047-0410

- a. To ensure proper identification and handling, Proposals must be submitted electronically only to contracts@beaverton.k12.or.us with the Proposer's name and address and the Solicitation number clearly legible in large block numbers.
- b. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
- c. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.

14. COOPERATIVE PROCUREMENT:

This Solicitation is a Permissive Cooperative Procurement.

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;

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- ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.
- b. Proposers must state (on the Proposer Certification) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

15. AWARD:

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and/or allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District will award a Master Contract to the Responsive/Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of potential Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

16. NOTICE OF INTENT TO AWARD:

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

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

17. PROPOSAL REJECTION.

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not Responsible pursuant to ORS 279B.110.

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- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
- i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
 - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
 - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
 - v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
 - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

18. SOLICITATION CANCELLATION:

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

19. PROPOSAL COSTS:

Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

20. CONTRACT AWARD PROTEST:

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

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21. ADDITIONAL REQUIREMENTS:

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

22. CONFIDENTIALITY OF PROPOSALS:

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

- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked “confidential” and segregated in the following manner:
 - A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Proposal documents in a separate envelope or package and electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire Proposal must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

SECTION III – INSTRUCTIONS TO PROPOSERS
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1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to 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 provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include a complete proposal and Price schedule.
- b. Elaborate artwork and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. There is no page limit for proposals, but the District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, 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.

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

a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.

b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**

c. **INSURANCE REQUIREMENT:**

- (i) Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (pursuant to Article 14 INSURANCE located within the Master Price Agreement (see Attachment H). Contract execution will occur only after the Insurance requirements have been satisfied.

d. **PROPOSAL EVALUATION CRITERIA:**

Every Proposal must reply to each of the following items. Responses must be in the same order listed below. Items will be evaluated by a selection committee based on strengths and weakness in each section.

A. EXPERIENCE AND QUALIFICATIONS. (20 Points Possible)

- (i) Provide a brief narrative of the Proposer's background and history of performing work as described in this Solicitation. Generally, describe previous experience related to furnishing wood gym floor re-coating, repair, and refinishing services to organizations of similar size and scope to the District. A successful track record of serving School Districts is desirable. Include the size (square footage) of the projects and timeliness of completion outcome.
- (ii) Describe the Proposer's wood gym floor re-coating, repair, and refinishing responsibilities and the scope of work for the five (5) projects submitted in Item C, REFERENCES, above.
 - (1) Detail the number of employees that were involved in the work for each project and briefly describe the role of each that was involved in the work for each project and the date of that project. Projects within the last three (3) years shall be preferred.
- (iii) Address your current facilities, equipment, and service delivery capability to furnish services for this contract. If current facilities or equipment are unavailable, discuss plans to acquire the needed facilities or equipment.

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- (iv) Prior Contract Performance. If the Proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default.
- (1) Submit full details of all terminations for default experienced by the Vendor in the past five (5) years including the other party's name, address and telephone number. Present the Proposer's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a contract resulting from this solicitation may be jeopardized by selection of the Proposer.
- (2) If the Proposer has experienced no such terminations for default in the past five (5) years, so declare.

B. POLICY AND OPERATIONS. (10 Points Possible)

- (i) Provide a brief narrative detailing how your proposed services meet or exceed the requirements and the Technical Specifications of the District (see Section II).
- (ii) Address each item in the Statement of Work (Section II). Focus on the Proposer's ability to perform all of the required tasks.
- (iii) Provide all warranty information.

C. KEY PERSONNEL. (25 Points Possible)

- (i) Name the principal individuals of your company, their current job title, the total years of experience in the wood floor finishing industry and their current primary responsibility for your company.
- (ii) Name of the person who will be in direct charge of work and will serve as the Supervisor for work performed under this contract.
 - (1) Detail relevant qualifications and experience, including the length of time in this position and relevant degrees, certifications, and licenses. Note, experience shall be "total experience" in the wood floor finishing industry.
 - (2) Provide this person's office phone, cell phone, email and hours of availability.
- (iii) List all other key individuals who will serve under this contract.
 - (1) Describe each individual's relevant qualifications, experience and applicable certifications. Note, experience shall be "total experience" in the wood floor finishing industry.
- (iv) Provide details of the Proposer's standards for staff training.
- (v) Provide details of the Proposer's ability to staff-up for large projects (e.g. summer work).
- (vi) Provide details of company safety procedures and protocols.

D. PRICE SCHEDULE. (40 Points Possible)

- (i) Use of the provided Price Schedule is required (Attachment G). Additional notes may be made at the bottom of the form and an additional sheet attached for clarifications by the Proposer, if necessary.
- (ii) Pricing shall be compared between each proposal and weighted accordingly (lowest price scores the highest, all other higher price offers are weighted against the lowest offer). If Proposers add additional pricing, terms, and/or conditions related to the pricing to the price form, or elsewhere in the Proposal, the District shall determine if and how they factor into the Price scoring calculation at its sole discretion.
- (iii) Pricing shall be evaluated based on a mock order for two (2) projects.

E. QUALITY OF PROPOSAL. (5 Points Possible)

- (i) Provide a clear, professional proposal that is responsive to the solicitation requirements, terms, conditions and provide methods to minimize costs and maximize the benefits.

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F. REFERENCES. (Pass/Fail)

- (i) Provide five (5) professional references. These contacts shall be used by the District for reference checks.
- (ii) Beaverton School District shall be included as a reference if the Proposer has similar business dealings with the District.
- (iii) References shall be from school districts or businesses comparable in size and volume to that of the District. Educational agencies shall be preferred.
 - (1) If such Educational references are unavailable, other references may be submitted and must address Proposer's capacity, experience, customer service and quality (including at minimum, quality of products, timeliness of deliveries, flexibility/ease to work and communicate with Proposer's staff).
- (iv) Failure to provide references as specified shall be grounds for rejection of the Proposal.
- (v) The District reserves the right to disqualify any Proposer who receives an unfavorable report from a proposer-identified customer reference.
- (vi) The District reserves the right to investigate and consider references submitted by the Proposer, including customers other than those listed in the Proposer's submission, and Beaverton School District experience.
- (vii) The references provided will be contacted to establish the level of Proposer customer service and ability to and timely performance of response to the needs of its clients. The District may consider other information that arises out of the reference check.

4. EVALUATION CRITERIA:

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. 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. Each item will be evaluated as follows:

EVALUATION FACTORS MATRIX		Points Possible
A.	Experience and Qualifications	20
B.	Policy and Operations	10
C.	Key Personnel	25
D.	Price Schedule	40
E.	Quality of Proposal	5
F.	References	Pass/Fail
		100

5. PROPOSAL EVALUATION:

- a. RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.

SECTION IV – RESPONSE AND EVALUATION
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- b. CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
 - c. NON-RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
 - d. IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
 - e. RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
 - f. CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
 - g. NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
 - h. OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- 6. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign additional Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise, but not less than three Evaluators will evaluate and score the entire Proposal. Working as a Committee or independently (at the discretion of the District) with copies of the submitted Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION V – ATTACHMENTS
Solicitation No: RFP 20-0036
Gym and Stage Wood Floor Re-coating, Repair, and Refinishing

PROPOSAL SUBMISSION CHECKLIST

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

_____ **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

The following 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 certifications/forms shall result in disqualification of the proposing firm.

- _____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- _____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- _____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- _____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- _____ PROPOSER REFERENCE FORMS – (Attachment F)
- _____ PRICE SCHEDULE – (Attachment G)

_____ **DETAILED PROPOSAL CONTENT REQUIREMENTS**

Detailed Proposal Content Requirements are specified in SECTION IV – RESPONSE AND EVALUATION.

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

ATTACHMENT H	District Site Gym Floor List
ATTACHMENT I	Master Trade Services Contract
ATTACHMENT J	Sample Project Work Authorization
ATTACHMENT K	Contractor Background Check Procedure
ATTACHMENT L	Sample Quote Sheet (Project Pricing Schedule)

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

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 20-0036

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. 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.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency_____.
9. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

12. The Proposer (check one) ____ will / ____ will not extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 20-0036

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

If Proposer signs Part A, the remainder of this Certification Statement does not need to be completed.

Part A. Proposer is a Corporation:

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- ☐ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- ☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- ☐ C. Telephone listing is used for the business that is separate from the personal residence listing.
- ☐ D. Labor or services are performed only pursuant to written contracts.
- ☐ E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: _____ Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 20-0036

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 must 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, will 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 will 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
(PROPOSER’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)

Instructions

- 1. The information provided in this form is part of the District 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 Proposer is not a responsible Proposer.**

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 20-0036

RELIABILITY

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 20-0036

FINANCIAL RESOURCES

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 20-0036

KEY PERSONNEL

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

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

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

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

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

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

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

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP 20-0036

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide five (5) references and must 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.

PRICE SCHEDULE

Please provide pricing for the following as detailed below.

Use of the provided Price Schedule format, contents & order is required.

Services:	
Re-Coating Wood Floors	\$ Per Square Foot
Re-Finishing Wood Floors	\$ Per Square Foot
Painting Logos, Lettering and Lines on Gym Floors	\$ Per Hour
Repair of Wood Floors	\$ Per Hour
Percentage Materials Mark-Up	%
<i>Other Available Services (Provide detail & include Unit of Measure)</i>	<i>The below shall not be included in the Price Schedule Score</i>
Provide Graphics if no vector file (drawings) available	\$ Per _____ (Unit of Measure)
Court Renderings	\$ Per _____ (Unit of Measure)
	\$ Per _____ (Unit of Measure)
	\$ Per _____ (Unit of Measure)

- The Proposer shall not make its Pricing contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- The entire proposal shall not be marked confidential, nor, shall any pricing
- No overtime shall be authorized without prior approval of the District Project Manager.
- All prices shall be FOB Destination.

Notes:

Sample projects for internal BSD price scoring:

High School One

Repair one 6" gouge in floor: **5 hr repair**

Re-Coat: **10,080 SF**

Re-Finish: **10,080 SF**

Paint Standard Basketball court lines in Red: **8 Hours**

Paint standard Volleyball Lines in Blue: **6 Hour**

Provide Paint **\$15 each gallon 5- gallons**

High School Two

Repair stage: **18 hours**

Provide wood for repair: **\$49.00 each, three boards**

Re-coat: **800 SF**

Re- Finish: **800 SF**

SECTION V-ATTACHMENTS
ATTACHMENT H

Solicitation No: 20-0036
Gym and Stage Wood Floor
Re-coating, Repair and Refinishing

Beaverton School District Gym Floors

<u>School and location</u>	<u>Main Gym</u>	<u>Auxiliary Gym</u>
Aloha High School 18500 SW Kinnaman Beaverton, OR 97007	15,600sf Maple	Included with Main Gym
Beaverton High School 13000 SW 2 nd Street Beaverton, OR 97005	10,600sf Maple	6,237sf Maple
Mountainside High 12500 SW 175 th Ave Beaverton, OR 97007	12,079sf Maple	6,258sf Maple
Southridge High School 9625 SW 125 th Ave. Beaverton, OR 97008	11,220sf Maple Water-based	7,416sf Maple Water-based
Sunset High School 13840 NW Cornell Road Portland, OR 97229	10,197sf Maple Water-based	5,160sf Maple
Westview High School 4200 NW 185 th Ave. Portland, OR 97229	13,176sf Maple Water-based	8,800sf Maple Water-based
Cedar Park Middle 11100 SW Park Way Portland, OR 97225	Maple 6,364 sf	Maple 5,120 sf
Conestoga Middle 12250SW Conestoga Drive Beaverton, OR 97008	Maple 6,930 sf	Maple 3,710 sf
Highland Park Middle 7000 SW Wilson Avenue Beaverton, OR 97008	Parquet 6,375	Parquet 4,120
Meadow Park Middle 14100 Downing Street Beaverton, OR 97006	Parquet 6,536 sf	Parquet 5,022 sf

SECTION V-ATTACHMENTS
ATTACHMENT H

Solicitation No: 20-0036
Gym and Stage Wood Floor
Re-coating, Repair and Refinishing

Beaverton School District Gym Floors

Mountain View Middle School 17500 SW Farmington Rd. Beaverton, OR 97007	Maple 5,720	
Whitford Middle 7935 SW Scholls Ferry Road Beaverton, OR 97008	Parquet 6,708 sf	Parquet 5,022 sf
Stoller Middle 14141 NW Laidlaw Road Portland, OR 97229	Maple 10,262	
Raleigh Hills K-8 5225 SW Scholls Ferry Road Portland, OR 97225	Fir 4,600 sf	
Ridgewood Elementary 10100 SE Inglewood Street Portland, OR 97225	Parquet 4,800 sf	
International School of Beaverton 17770 SW Blanton Street Beaverton, OR 97007	Maple 4,312 sf	
Aloha Huber Park 5000 SW 173 rd Avenue Beaverton, OR 97007	Maple 7,056 sf	
Hazeldale Elementary 20080 SW Farmington Rd Beaverton, OR 97007	Maple 6,332sf	
William Walker Elementary 11940 SW Lynnfield Ln. Portland, OR 97225	Maple 6,222sf	
Tumwater Middle School 650 NW 118 th Ave. Portland, OR 97229	Maple 8,037sf	Maple 4,802



MASTER PRICE TRADE SERVICES CONTRACT

Contract No: _____

This Contract is made and entered into by and between:

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

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

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

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

CONSIDERATION:

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

CONTRACT PERIOD:

The contract period shall be upon contract execution through _____.

RENEWAL OPTION:

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

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

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

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

Exhibit A – Terms and Conditions

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

Exhibit A – Terms and Conditions

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

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

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

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

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

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

repair or replace the same.

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

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

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

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

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

16. INDEMNIFICATION.

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

Exhibit A – Terms and Conditions

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

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

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

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

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

services.

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

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

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

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

Exhibit A – Terms and Conditions

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

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

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

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

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

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

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

29. PREVAILING WAGES. If the value of this project exceeds \$50,000, pursuant to ORS 279C.840, the hourly rate of wage of any contractor or subcontractor or other person doing or contracting to do any part of the Work pays to workers employed in the performance of any part of this Contract shall not be less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2021 and PWR Amendment dated April 1, 2021. They may be found at the following website: http://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

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

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

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

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

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

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

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

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

Exhibit A – Terms and Conditions

methodologies and information to District upon request.

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

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

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

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

38. TERMINATION.

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

business days after delivery of the District's notice, or such longer period as the District may specify in such notice.

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

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

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

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

Exhibit A – Terms and Conditions

- a. The Contractor shall provide, at his its own expense and by licensed personnel, all tie-ins and extensions to electrical, water, and waste connections, etc. All connections must be approved in advance by the District and all work relative to the utilities must be in accordance with the applicable building codes.
- b. All water connections shall include reduced pressure backflow protection or double check and double gate valves. All water must be shut off at the end of each shift.
- c. Contractor must ensure that all applicable electrical usage is in compliance with all UL and NFPA guidelines.

42. USE OF PREMISES.

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

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

44. WARRANTY.

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

establish a time limit for damages.

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

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

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

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

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

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

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

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

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



PROJECT WORK AUTHORIZATION

PWA No: _____

This Project Work Authorization is made by and between the following Parties:

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attention: Business Services Purchasing
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PROJECT NAME / SCOPE OF WORK: as described in

PREVAILING WAGE REQUIREMENTS: The prevailing wage rate requirements in ORS 279C.800 to 279C.870 apply to this Project Work Authorization. The applicable 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective on the date established in Master Contract XX-XXXX including issued Amendments. The rates are available at the following website: https://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx

SUPERSEDING EFFECT: This Project Work Authorization (Contract) is issued pursuant to Master Contract XX-XXXX. The Master Contract and its Terms and Conditions supersede any terms or conditions stipulated by Contractor in any offer or proposal. All attachments hereto (listed in order of precedence); 1) Master Contract (included by reference); 2) Exhibit A Statement of Work; and 3) Exhibit B Contractor Offer for this Project constitute the entire agreement between the Parties with respect to the Work to be performed under this Contract. Any Contractor Response (proposals) attached to this Agreement are incorporated solely for: (i) any statement of fees and schedule that is consistent with the terms of the Solicitation, this Agreement and the Master Contract and (ii) any statement of Contractor's and its sub-Contractors' scope of services that is consistent with the remainder of this Agreement, or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Agreement or is not included in this agreement, such proposed terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service to the District shall control.

CONSIDERATION: The District agrees to pay the Contractor for Work performed in a satisfactory manner a total sum of \$XXXX.XX. The Contractor must submit one invoice at the completion of the Work or must submit an invoice for Work performed at the specific intervals agreed upon by the District. Invoice(s) shall be submitted Attn: Accounts Payable to the District address above. All invoice(s) and correspondence shall include the Contract number.

PERFORMANCE DATES: **PROJECT START DATE:** Upon Full PWA Execution**SUBSTANTIAL COMPLETION DATE:** **PROJECT COMPLETION DATE:**

DISTRICT REPRESENTATIVE: The District Representative _____, at _____@beaverton.k12.or.us, (503)356-, is authorized as the administrator of this Contract. The District Representative shall be the initial point of contact for all matters related to performance, payment, authorization and to carry out the responsibilities of the District.

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

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

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

Rev 3 (3/16/18)

Background: In an effort to ensure the safety of children at Beaverton Schools, ALL Contractors, including, but not limited to, trade contractors, material vendors, professional service providers, architects or engineers, subcontractors or sub-consultants, retained by the District shall complete a criminal background check prior to beginning work. Furthermore, Contractors shall adhere to the following rules while on BSD campuses. The District may remove any Contractors as defined above, from any BSD property, for not complying with these requirements.

Background Checking Procedure:

1. Contractor shall complete a Confidential Criminal Background Check Certification Form (copy attached) on each employee and provide the information to a third-party background checking company (see list of possible companies on Page 3).
 - a. Background checks need to cover the past 7 years and include offenses registered in the federal, county, sex offender and the Department of Corrections lists.
 - b. Fingerprinting is left up to the discretion of the District, however not required in most instances.
 - c. An existing background check may qualify an employee for badging if:
 - i. The background check was conducted within the last year
 - ii. The background check was conducted in accordance with work for another public or private school district within the State of Oregon
 - iii. The background check covered the list of crimes rendering ineligibility as outlined on Page 2 of the Confidential Criminal Background Check Certification Form
 - iv. The employee has not taken up residency outside the State of Oregon since the time the background check was conducted
2. Once an employee of the Contractor passes the Criminal Background Check, Contractor will provide to the District a letter on company letterhead with a listing of these names.

NOTE: The District will not collect the background check certifications. However, the District reserves the right to request the background check certifications at any time.
3. After passing background checks, all Contractors and their employees are to be badged when onsite. Badges are to be prepared by the Contractor (template attached). Badges must include individual's legal name (not a nick-name), company name that they work for, location(s) that the Contractor will be working, and a recent (within the last 4 years) photo of the individual. Background checks are valid for one year.

Building Security Rules:

1. The Contractor shall enforce strict discipline and good order among the Contractor's employees, subcontractors and other persons carrying out the contract while on District property. The District may require that the Contractor's employee or other person carrying out the contract be immediately removed from the project site and District property if the District finds them to be objectionable.
2. If onsite during school hours/during school session, Contractor will check-in with the main office. Anytime a visit of this nature is planned it should be scheduled with the District Project Manager at least 24 hours in advance. If system shut downs are required notice of at least 48 hours is required.

3. A District representative must be present onsite when a Contractor is performing work within an existing school facility. This representative will deactivate the security system upon arrival and re-activate it upon leaving. This process **cannot** be performed by a Contractor or anyone other than a District representative.
4. Contractor will provide badges for each employee and person carrying out the contract. These badges are to be visible and worn at all time when onsite.
5. The Contractor shall have a Responsible Party (i.e., superintendent, foreman, supervisor) onsite at all times during any work being performed by either their own forces or that of their subcontractors.
6. The Responsible Party shall check-in with the District representative upon arrival. They will check-out with the District representative when all work is complete, Contractor personnel has left, and the area is secure.
7. The Responsible Party shall be accountable for the security in area where work is being performed as well as ingress and egress to that area.
8. A District representative will be issued a building key to allow access to any areas where work is being performed.
9. The Contractor shall maintain a daily log defining what areas within the building were accessed by Contractor and Subcontractor personnel.
10. Each of the Contractor's employees, subcontractors' employees and principals/owner involved at site may, at the option of the District, be subject to a security check, at any time, through the District Security Department, Beaverton Police Department, Washington County Sheriff's Department or other venue.

Note: All personnel onsite must have a background check and be badged (see Background Checking Procedure).





Facilities Development

16550 SW Merlo Road
Beaverton, OR 97003
Fax 503-356-4475

Confidential Criminal Background Check Certification Form

Project Name: _____ Project Manager: _____ Location: _____

Legal Name: _____
(Legal First) (Full Middle) (Legal Last)

Phone Number: _____ Date of Birth: _____
(mm/dd/yyyy)

Address: _____

City: _____ State: _____ Zip Code: _____

Last four digits of your Social Security Number: _____ Gender: M / F

Have you ever been convicted of any of the crimes listed below? No _____ Yes _____

Signature: _____

None of this information will be used for immigration status checks. Any warrants for arrest discovered in the process will be reported to the appropriate law enforcement agency. Falsifying or not disclosing information may result in disqualification of your application or termination of your ability to work on BSD job sites.

Crimes Rendering Ineligibility

163.095 Aggravated murder	166.005 Treason	475.864 Unlawful possession of marijuana within 1,000 feet of school
163.115 Murder	166.087 Abuse of corpse in the first degree	475.866 Unlawful manufacture of 3,4 methylenedioxymethamphetamine
163.185 Assault in the first degree	167.007 Prostitution	475.868 Unlawful manufacture of 3,4 methylenedioxymethamphetamine within 1,000 feet of school
163.235 Kidnapping in the first degree	167.008 Patronizing a prostitute	475.870 Unlawful delivery of 3,4 methylenedioxymethamphetamine
163.355 Rape in the third degree	167.012 Promoting prostitution	475.872 Unlawful delivery of 3,4 methylenedioxymethamphetamine within 1,000 feet of school
163.365 Rape in the second degree	167.017 Compelling prostitution	475.874 Unlawful possession of 3,4 methylenedioxymethamphetamine
163.375 Rape in the first degree	167.057 Luring a minor	475.876 Unlawful manufacture of cocaine
163.385 Sodomy in the third degree	167.062 Sadoomasochistic abuse or sexual conduct in live show	475.878 Unlawful manufacture of cocaine within 1,000 feet of school
163.395 Sodomy in the second degree	167.075 Exhibiting an obscene performance to minor.	475.880 Unlawful delivery of cocaine
163.405 Sodomy in the first degree	167.080 Displaying obscene materials to minors	475.882 Unlawful delivery of cocaine within 1,000 feet of school
163.408 Unlawful sexual penetration in the second degree	167.090 Publicly displaying nudity or sex for advertising purposes	475.884 Unlawful possession of cocaine
163.411 Unlawful sexual penetration in the first degree	475.808 Unlawful manufacture of hydrocodone within 1,000 feet of school	475.886 Unlawful manufacture of methamphetamine
163.415 Sexual abuse in the third degree	475.810 Unlawful delivery of hydrocodone	475.888 Unlawful manufacture of methamphetamine within 1,000 feet of school
163.425 Sexual abuse in the second degree	475.812 Unlawful delivery of hydrocodone within 1,000 feet of school	475.890 Unlawful delivery of methamphetamine
163.427 Sexual abuse in the first degree	475.818 Unlawful manufacture of methadone within 1,000 feet of school	475.892 Unlawful delivery of methamphetamine within 1,000 feet of school
163.432 Online sexual corruption of a child in the second degree	475.820 Unlawful delivery of methadone	475.894 Unlawful possession of methamphetamine
163.433 Online sexual corruption of a child in the first degree	475.822 Unlawful delivery of methadone within 1,000 feet of school	475.904 Unlawful manufacture or delivery of controlled substance within 1,000 feet of school
163.435 Contributing to the sexual delinquency of a minor	475.828 Unlawful manufacture of oxycodone within 1,000 feet of school	475.906 Penalties for distribution to minors
163.445 Sexual misconduct	475.830 Unlawful delivery of oxycodone	475.992 Unlawful possession, manufacture or delivery of a controlled substance
163.465 Public indecency	475.832 Unlawful delivery of oxycodone within 1,000 feet of school	161.405 Attempt to commit any of the above listed crimes.
163.515 Bigamy	475.846 Unlawful manufacture of heroin	
163.525 Incest	475.848 Unlawful manufacture of heroin within 1,000 feet of school	
163.547 Child neglect in the first degree	475.850 Unlawful delivery of heroin	
163.575 Endangering the welfare of a minor	475.852 Unlawful delivery of heroin within 1,000 feet of school	
163.670 Using child in display of sexually explicit conduct	475.854 Unlawful possession of heroin	
163.675 Sale of exhibition of visual reproduction of sexual conduct by child	475.856 Unlawful manufacture of marijuana	
163.680 Paying for viewing sexual conduct involving a child	475.858 Unlawful manufacture of marijuana within 1,000 feet of school	
163.684 Encouraging child sex abuse in the first degree	475.860 Unlawful delivery of marijuana	
163.686 Encouraging child sex abuse in the second degree	475.862 Unlawful delivery of marijuana within 1,000 feet of school	
163.687 Encouraging child sex abuse in the third degree		
163.688 Possession of materials depicting sexually explicit conduct of a child in the first degree		
163.689 Possession of materials depicting sexually explicit conduct of a child in the second degree		
164.325 Arson in the first degree		
164.415 Robbery in the first degree		

Gym and Stage Wood Floor Re-coating, Repair and Refinishing RFP

REQUEST FOR QUOTE, Page 2

(SAMPLE, DO NOT RETURN WITH RFP PROPOSAL)QUOTE, CONTRACT # **PROJECT PRICING SCHEDULE**

SERVICES	QUANTITY	PRICE	UNIT	TOTAL
Re-Coating Wood Floors		\$	Square Foot	\$
Re-Finishing Wood Floors		\$	Square Foot	\$
Painting Logos, Lettering and Lines on Gym Floors		\$	Hour	\$
Repair of Wood Floors		\$	Hour	\$
Materials		\$	% Markup	\$
OTHER SERVICES	QUANTITY	PRICE	UNIT	TOTAL
Total Project Price				\$

Contractor Signature: _____

Printed Name: _____

Company Name: _____