



## **REQUEST FOR PROPOSALS**

**Solicitation No: 20-0042**

**For the Provision of**

**Water Quality Facility Maintenance and  
Repair Services**

**RFP Closing (Due Date & Time):**

**May 28, 2021 at 2:00 PM Pacific Time**

**Issued by:**

**Beaverton School District 48J**

**16550 SW Merlo Road**

**Beaverton, Oregon 97003**

**April 28, 2021**

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**REQUEST FOR PROPOSAL (RFP)**

Solicitation No: RFP 20-0042

**Summary**

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of **Water Quality Facility Maintenance and Repair Services**.

A **NON-MANDATORY** Pre-Proposal Conference will be held on Tuesday, May 4, 2021 at 10:00 AM. The Pre-Proposal Conference will be held virtually. Please use the below Zoom link/info to log-in.

Join Zoom Meeting

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

Meeting ID: 663 169 6427

Passcode: 1cpJrv

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

**SOLICITATION DUE DATE AND TIME (CLOSING):**  
**May 28, 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 BY EMAIL** to: [contracts@beaverton.k12.or.us](mailto: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

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

**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 awarded a Contract 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 the above sites and any future properties or interests of the District.

**5. SCOPE OF WORK:**

The purpose of this solicitation is to establish a Master (On-Call) Contract for the services of qualified Contractors to bring the Beaverton School Districts Water Quality Facilities (WQF) up to Authorities Having Jurisdiction ("AHJ") – either Clean Water Services or City of Beaverton – and District standards within a period of 12 months. Though the District intends to annually purchase the services needed to bring its WQFs up to standards, as well as other needed services, the District provides no guarantee of quantity or frequency of orders placed under the Master Contract Awarded under this Solicitation. ATTACHMENTS H and M indicate the District's existing, known WQFs, however, the Contract awarded under this Solicitation may be used to provide services for any WQFs no indicated on ATTACHMENTS H and M.

**6. CONTRACT:**

The successful Proposer, selected by the District, will receive a Master Trade Services Contract. A Sample Contract is enclosed herein (see SECTION V - ATTACHMENTS).

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

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

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**7. AMENDMENTS:**

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

**8. CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer 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 on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of four (4) one (1) year terms. In no event will the contract be extended beyond June 30, 2026.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2022 and through June 30 of each contract period, when extended.

**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.

<b><u>Solicitation Milestone</u></b>	<b><u>Completion Date</u></b>
Non-Mandatory Pre-Proposal Conference	May 4, 2021, 10:00 AM PDT (virtual via Zoom)
Deadline for Questions, Requests for Clarifications/Changes, or Solicitation Protests	May 14, 2021 4:00 PM PDT
Closing (Proposals Due)	May 28, 2021 2:00 PM PDT

**12. CONTACT DURING SOLICITATION:**

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

## SECTION II – STATEMENT OF WORK

Solicitation No: RFP 20-0042

### Water Quality Facility Maintenance and Repair Services

#### 1. STATEMENT OF WORK:

The District is seeking the services of qualified Contractors to bring the Beaverton School District's Water Quality Facilities up to Authorities Having Jurisdiction (AHJ) and District standards within a period of twelve (12) months. Monthly inspections are to be done between November and June with documentation at each site. During the summer months, work includes trimming and pruning of trees to maintain a high canopy. From April to October, work includes removal of invasive species and trimming of the extra brush debris of the growth from all shrubs, leaving it in a natural looking state as much as possible. Work also includes trimming trees as needed to both maintain the health of the trees and provide visual clearance.

- a. The Contractor shall be responsible for the orderly progress, proper execution, and final completion of the Work. Contractor shall be responsible for all aspects of the Work including, but not limited to, materials, equipment, labor and subcontractors, transportation, construction equipment and machinery, tools, and other facilities, management, and incidentals.
  - i. Contractor shall obtain the required permit(s) if any are required. The cost for the permit(s) may be passed to the District at cost (no markup shall be accepted).
- b. The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.
- c. The 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, including Pesticide Applicators license for pesticide applications. Advanced notification of spraying is required per Oregon's Integrated Pest Management (IPM) rules.
- d. The District provides no guarantee of Work to be ordered through PWAs under the Contract awarded under this Solicitation. Award of a contract does not prevent the District from obtaining the services of another Contractor for any other project if the District so desires and/or it is in the public interest to do so.

#### 2. DESCRIPTION OF SERVICES:

Required services shall include, but are not limited to:

- i. Replanting of plant species approved by Beaverton School District and AHJ with a grow-in period of one (1) year. Contractor to warranty new plantings for one (1) year.
- ii. Inspect and document the condition of the Water Quality Facility and report recommended maintenance to District Representative.
- iii. Inspect Water Quality Facility for general condition and accessibility.
- iv. Remove invasive species and dead, dying and/or diseased plants.
  1. Invasive species may need to be removed by hand and removal of entire root system is preferred.
- v. Trim and prune trees and brush.
- vi. Perform monthly site visits documenting the condition of the water quality facility. Provide original report to District representative and a copy of report to remain on site in the front office.
- vii. Compile a complete report of inspection. Explain all deficiencies and recommend corrective action.
- viii. Make or cause (by subcontract) all necessary repairs as directed by the District Representative.
- ix. Other services reasonably related to the general scope of this RFP.

#### 3. CONTRACTOR RESPONSIBILITIES: During the contract period individual Work Projects will arise on an as needed basis. The District Representative, or designee, will follow these procedures to release Work Projects.

- a. **SITE VISIT:** Prior to start of any project, the Contractor shall visit the jobsite to verify all conditions, with prior approval of the Representative.

## SECTION II – STATEMENT OF WORK

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### Water Quality Facility Maintenance and Repair Services

- a. QUOTES. Upon the District's request (see ATTACHMENT K SAMPLE REQUEST FOR QUOTE for one possible request for quote format), the Contractor shall use the Pricing proposed herein to complete the quote sheet:
  - i. The District Representative will fax or email a Request for Quote that includes the project scope of work to the Contractor.
  - ii. The Contractor shall provide to the District a price quote using the contract Price Schedule.
  - iii. The Contractor may then receive a Project Work Authorization (see ATTACHMENT J for a sample PWA) to sign and return to the District. The District may return the fully executed PWA to the Contractor as notice to proceed.
- b. SCHEDULING OF WORK: Contractor shall cooperate with School officials in performing work so that interference with the normal program will be held to a minimum.
- c. EMERGENCY PROJECTS. Where emergency response is required:
  - i. The maximum response time shall not exceed five business days from time of initial notification.
  - ii. The Contractor shall receive an authorization to proceed from the District Representative prior to performing an Work.
  - iii. The Contractor shall submit a cost estimate within four (4) business days of the initial notification and shall be based on the unit pricing contained in the contract.
- d. CURRENT SITES
  - i. The known sites at the time of this Solicitation are listed on ATTACHMENTS H and M.
  - ii. Quantities are not guaranteed. The District may add to or delete from this list at the sole discretion of the District.
- e. COST REDUCTION.
  - i. Contractor shall aid the District, with its expertise, in methods of cost reduction. Contractors shall suggest ways in which costs can be reduced by product substitution, process modification, or other means.
  - ii. The decision to follow the suggestion(s) shall be at the sole discretion of the District Representative for this contract.

#### 4. TIMING AND RATES:

No premium shall be paid for work performed after regular business hours (7:00 AM – 4:00 PM); except for work pursuant to "hours of labor – ORS 279C.520". The Contractor shall adjust its worker schedules to accomplish the work around a particular site's schedule so that no premium time will be paid. For example, the Contractor may be required to 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); the workers on this project will be paid regular rates for this time, as if it were their regular work-day.

Contractor shall work closely with the District Representative. Contractor to provide tentative schedule of site visits to District Representative no less than 48 hours prior to arriving to site. Contractor must check in with school's front office staff prior to beginning work.

#### Travel Time & Mileage.

All labor shall be billed from the time Contractor personnel arrives at the work project job site to the time the Contractor personnel departs the job site. The District shall not accept nor authorize payment for travel time or mileage expenses of Contractor's personnel to any of the District sites. Billable time shall be for service work performed only.

#### 5. ADDITIONAL REQUIREMENTS:

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.

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- b. Contractor must 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.

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 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](mailto: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](mailto: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.
- d. **Extension of Closing.** If the District receives a written request for change or protest from a

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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 information in the email subject line/text.
  - ii. The District is not responsible for Proposals submitted in any manner, format or to any

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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](mailto: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](mailto: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](mailto:contracts@beaverton.k12.or.us) prior to the Closing. The District's email system shall electronically time-stamp each Proposal and any modification upon receipt. Proposers should note that multiple proposals being submitted by email may cause delays in the District's email server's processing and receipt of the emails.

b. **Opening and Recording.** Timely received Proposals will be opened, recorded and prepared for evaluation pursuant to SECTION V. The District will not read Proposals aloud.

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**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;
- 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

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- 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](mailto: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;
  - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.

SECTION III– INSTRUCTIONS TO PROPOSERS

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**Water Quality Facility Maintenance and Repair Services**

- 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.
- 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:

## SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

### **Water Quality Facility Maintenance and Repair Services**

- 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 emailed to [contracts@beaverton.k12.or.us](mailto: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.

#### **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.

SECTION III– INSTRUCTIONS TO PROPOSERS

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**Water Quality Facility Maintenance and Repair Services**

**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.



SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

**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:**

Proposer's submitted Proposal:

- a. Must include a complete proposal and Price schedule in PDF format.
- 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:**

**i. 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 I). 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) Describe and detail previous experience related to Water Quality Facility recovery and maintenance for organizations of similar size and scope to the District.
  - (1) Describe the proposer's responsibilities and the scope of work for two (2) projects similar to this solicitation. School Districts of like-size and scope shall be preferred.
    - (a) Provide the client's name, telephone number and email address for each of these two (2) projects.
    - (b) If no experience with a school district, provide information for two projects, of similar size and scope, and identify the similarities to the District's solicitation.
  - (ii) Provide details of required, current certifications that have been obtained of all staff who will be assigned to provide inspection, maintenance, and repair services under this contract.

SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

- (iii) Provide a brief narrative of the Proposer's history and capabilities.
  - (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 Proposer 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.
    - (3) Describe the Proposer's performance relative to key performance outcomes (i.e., bioswale compliance attained on-time, within budget, to customer's satisfaction, etc.) relative to the two projects included as examples in the Proposal.
- B. STAFFING AND KEY PERSONNEL. (10 Points Possible)
- (i) Provide the name of the person who will be in direct charge of work and will serve as the assigned Supervisor for the work performed under this contract. Include a description of their relevant qualifications and experience, including the length of time in this position and relevant degrees, certifications, and licenses.
    - (1) Provide their office phone, cell phone, email address, and hours of availability.
  - (ii) List all other key individuals who will work under this contract. Describe the relevant qualifications and experience of each individual.
  - (iii) Provide details of the Proposer's standards for staff training.
  - (iv) Provide details of the Proposer's ability to employ additional staff for large projects and/or short timelines.
  - (v) Name the principal individuals of your company, their current job title, the total years of experience in the Water Quality Facility Maintenance or related industry and their current primary responsibility for your company.
- C. APPROACH AND OPERATIONS. (30 Points Possible)
- (i) Describe in detail how the services will be provided. Address each item in the Statement of Work section. Focus on the Proposer's ability to perform all of the required tasks. Include policy and procedural manuals if available.
  - (ii) Equipment
    - (1) Provide a comprehensive list of all relevant equipment available to complete the work and list equipment that the contractor will purchase or rent to accommodate the work on this contract. The contractor shall provide all equipment at no additional charge to the District.
- D. EMERGENCY RESPONSE. (10 Points Possible)
- (i) Describe the Proposer's procedures for responding to urgent situations, including the ability to respond within five business days of notice (See the emergency response procedure/requirements in the Statement of Work).
- E. PRICE SCHEDULE. (25 Points Possible)

SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

- (i) Complete the provided Price Schedule (Attachment G). Additional services may be added if Proposers would like, but any additional services shall not include part or all of the scope of the Services that are included on ATTACHMENT G. Any Additional Services included on ATTACHMENT G shall not be considered in the Price Proposal Score.
- (ii) The Price Score shall be calculated by the Purchasing Department by multiplying the Prices for the Services (not including Additional Services) by the Estimated Quantities on ATTACHMENT G to create Extended Prices. The Extended Prices will be summed for each Proposal to create a Proposal Price. The Proposal Prices shall be compared with each other and weighted accordingly (lowest price receives the maximum Price Schedule points and all other higher Proposal Prices are weighted against the lowest Proposal Price).
- (iii) If any pricing terms or conditions are included anywhere in a Proposal, the District shall determine how to factor any such additional terms or conditions into evaluating the Price Score, or whether to reject them. No contingent Proposals will be accepted.

F. QUALITY OF PROPOSAL. (5 Points Possible)

- (i) Provide and detail methods to minimize costs and maximized the benefits of your proposed services.
- (ii) Provide a Proposal that is presents information in a manner that is easily readable, neat, clear, logical, reasonable, and professional.

G. REFERENCES. (Pass/Fail)

- (i) Fully complete the References Forms included in Attachment D to provide five (5) professional references from projects similar to the size and scope of this solicitation.
  - (1) Provide the client's name, telephone number and email address for each of these five (5) projects.
    - (a) Two of the references may be the same as provided in Experience and Qualifications (item B, (i), (1) above).
  - (2) Beaverton School District shall not be included as one of these five (5) required references.
- (ii) The District reserves the right to eliminate from contract award consideration of any Proposer who receives an unfavorable report from a proposer-identified customer reference.
- (iii) 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.
- (iv) The references provided will be contacted to gather information related to the level of Proposer's customer service, and the Proposer's demonstrated ability to respond to the needs of its clients in a timely manner, as well as any other information the District deems relevant to evaluating Proposals.

**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:

## SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

EVALUATION CRITERIA MATRIX		Maximum Points Possible
A	Experience and Qualifications	20
B	Staffing and Key Personnel	10
C	Approach and Operations	30
D	Emergency Response	10
E	Price Schedule	25
F	Quality of Proposal	5
G	References	Pass/Fail
<b>PROPOSAL CONTENT SUB-TOTAL</b>		<b>100</b>

**3. 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.
- 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

SECTION III– INSTRUCTIONS TO PROPOSERS

Solicitation No: RFP 20-0042

**Water Quality Facility Maintenance and Repair Services**

assess and score 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 20-0042  
**Water Quality Facility Maintenance and Repair Services**

**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.

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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	WATER QUALITY FACILITY INVENTORY
ATTACHMENT I	SAMPLE MASTER CONTRACT
ATTACHMENT J	SAMPLE PROJECT WORK AUTHORIZATION
ATTACHMENT K	SAMPLE REQUEST FOR QUOTE
ATTACHMENT M	EXISTING WATER QUALITY FACILITY PICTURES

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The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience, and is not required.

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 20-0042

**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 20-0042

**INDEPENDENT CONTRACTOR CERTIFICATION**

Proposer: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

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

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**Part A. Proposer is a Corporation:**

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

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**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 20-0042

**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 20-0043

**RELIABILITY**

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

If “yes”, explain.

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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.

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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.

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

If “yes,” explain.

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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.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0043

**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.

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

If “yes,” explain.

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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.) \_\_\_\_\_

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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.)

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

If “yes,” explain.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0043

**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 20-0042

**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.

SECTION V – ATTACHMENTS  
ATTACHMENT G  
Solicitation No: RFP 20-0043

**PRICE SCHEDULE**

Proposer must provide pricing for the following items:

<b>Services:</b>	<b>ESTIMATED QUANTITIES*</b>	<b>PRICE</b>
Removal of Invasive Species	2,000	\$ Per hour
Trimming of plants/trees	1,400	\$ Per hour
Planting of Plants/Trees	400	\$ Per Hour
Monthly Observations and Reporting	30	\$ Per Hour _____
Emergency Services Fee (After hours, short notice – work required due to an emergency)	100	\$ Per Hour
Percentage Materials Mark-Up	\$30,000	%
<b>Additional Services</b> (Provide detail & include Unit of Measure)		<i>The below shall not be included in the Price Schedule Score</i>
		\$ Per _____ (Unit of Measure)
		\$ Per _____ (Unit of Measure)
		\$ Per _____ (Unit of Measure)

\*The ESTIMATED QUANTITIES are for Proposal Evaluation purposes only. They neither limit nor guarantee the quantities actually purchased under any Contract awarded under this Solicitation.

- 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 Coordinator or designee.
- All prices shall be FOB Destination.



SECTION V – ATTACHMENTS

ATTACHMENT H

Solicitation No: RFP 20-0042

Water Quality Facility Inventory 2021

**Beaverton High School:** 13000 SW Second St., Beaverton, OR

Number of Facilities on site: 4

**Conestoga Middle School:** 12250 SW Conestoga Dr. ,Beaverton, OR

Number of Facilities On site: 1

**Fir Grove Elementary School:** 6300 S.W. Wilson Ave., Beaverton, OR.

Number of Facilities on Site: 1

**Hiteon Elementary School:** 13800 SW Brockman Rd., Beaverton , OR

Number of Facilities on Site: 3

**Southridge High School:** 9625 SW 125<sup>th</sup> Avenue, Beaverton , OR

Number of Facilities on Site: 2

**Aloha- Huber Park K-8:** 5000 SW 173<sup>rd</sup> AVE., Beaverton, OR

Number of Facilities on Site: 3

**Bonney Slope Elementary:** 11775 NW McDaniel Rd., Portland, OR

Number of Facilities on Site: 1

**Findley Elementary School:** 4155 NW Saltzman Road, Portland, OR

Number of Facilities on Site: 1

**International School of Beaverton (ISB):** 17770 SW Blanton Street, Beaverton, OR

Number of Facilities on Site: 2

**Kinnaman Elementary School:** 4205 SW 193<sup>rd</sup> AVE, Beaverton, OR

**Springville K-8:** 6655 NW Joss AVE, Portland, OR

Number of Facilities on Site: 1

**Rock Creek Elementary:** 4125 NW 185<sup>th</sup> AVE, Portland, OR

Number of Facilities on Site: 1

**Westview High School:** 4200 NW 185<sup>th</sup> AVE., Portland, OR

Number of Facilities on Site: 1

**Mountainside High School** : 12500 SW 175 Ave. Beaverton, OR

Number of Facilities : 21

**Hazeldale Elementary School** : 20080 SW Farmington Rd, Beaverton OR

Number of Facilities: 2

**Sato Elementary School:** 7775 NW Kaiser Rd, Portland, OR

Number of Facilities: 4

**Vose Elementary School:**11350 SW Denney Rd, Beaverton, OR

Number of Facilities: 3

**Timberland Middle School:** 650 NW 118<sup>th</sup> Ave, Portland. OR

Number of Facilities: 3

**Transportation Support Center ( TSC):** 1270 NW 167<sup>th</sup> PL, Beaverton, OR

Number of Facilities: 2

**Aloha High School:** 18550 SW Kinnaman Rd, Beaverton OR

Number of Facilities: 2

**5<sup>th</sup> Street North:** 10615 SW 5<sup>th</sup> st. Beaverton,OR

Number of Facilities on site: 1

**5<sup>th</sup> Street South:**10550 SW 5<sup>th</sup> St., Beaverton, OR

Number of Facilities on Site: 1

**A.C.M.A:**

Number of Facilities on Site: 1