



## **PUBLIC IMPROVEMENT PROJECT**

### **INVITATION TO BID**

**Solicitation No: 22-0032**

### **Southridge High School- HVAC Upgrades**

ITB Closing (Due Date & Time):  
**June 27, 2023 at 2:00 PM Pacific Time**

Issued by:  
**Beaverton School District 48J**  
**16550 SW Merlo Road**  
**Beaverton, Oregon 97003**  
**May 24, 2023**

SOLICITATION SUMMARY  
Solicitation No: ITB 22-0032

**PUBLIC IMPROVEMENT  
INVITATION TO BID**

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The purpose of this Invitation to Bid is to obtain competitive bids for procuring a General Contractor (GC) to furnish, install, manage, and coordinate all the work for HVAC upgrades at Southridge High School. This is a public works project subject to ORS 279C.800 to 279C.870.

**A non-mandatory pre-bid conference will be held on June 5, 2023 - 10:00 AM at Southridge High School, 9625 SW 125<sup>th</sup> Avenue, Beaverton, OR 97008.**

The District may, at its sole discretion, facilitate additional site access and site walks. Prospective Bidders/Sub-Contractors may request additional site walks by emailing [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us).

Bidders must submit their Bid pursuant to the provisions of this Solicitation to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us), **PRIOR** to the Closing:

**SOLICITATION CLOSING: June 27, 2023 at 2:00 PM Pacific Time  
LATE BIDS WILL NOT BE ACCEPTED**

Timely submitted Bids will be opened and read aloud immediately after Closing at the below conference line:

**+1(503)356.4400**

**Participant code: 30633357**

Bidders must submit a **First-Tier Subcontractor Disclosure Form** \*EITHER\* with the emailed Bid submission \*OR\* by email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) no later than the Disclosure Deadline:

**DISCLOSURE DEADLINE: June 27, 2023 at 4:00 PM Pacific Time**

Prospective Bidders must register with Oregon Buys –<https://oregonbuys.gov/> to obtain the Solicitation documents and related documents.

Bidders must familiarize themselves with the entire Solicitation.

**All questions and comments about this solicitation must be directed ONLY IN WRITING to:**  
[contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us)

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

SECTION I - INTRODUCTION  
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**1. INTRODUCTION:**

This Solicitation is issued pursuant to ORS 279A, ORS 279C and the Oregon Attorney General Model Rules Divisions 46 and 49. Pursuant to ORS 279C.375(5), the District may award a single Contract, or multiple Contracts under this Solicitation.

**2. DEFINITIONS:**

The term "District" or "Owner" throughout this document means the Beaverton School District. The term "Bidder" means the person or firm that submits a Bid in response to this Solicitation. The term "Bid" or "Offer" means a written response to provide services in response to this Solicitation. The term "Contractor" or "Supplier" means the Bidder(s) awarded a contract as a result of this Solicitation.

**3. SOLICITATION REVIEW:**

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

**4. BACKGROUND:**

- a. The Beaverton School District encompasses approximately 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 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

**5. GENERAL SCOPE OF WORK:**

The General Scope of this Project is to furnish, install, manage, and coordinate all the work for HVAC upgrades. The goal is to upgrade Southridge High School's HVAC and controls systems. The work is described in more detail in the Statement of Work and in the Exhibits to this ITB (e.g., Drawings, Specifications, and Structural Calculations).

**6. SOLICITATION DOCUMENTS:**

The Solicitation Documents are organized in the following manner:

SOLICITATION SUMMARY

SECTION I – INTRODUCTION

SECTION II – STATEMENT OF WORK

SECTION III – SOLICITATION RULES

SECTION IV—PUBLIC WORKS REQUIREMENTS

SECTION V – ATTACHMENTS

**7. CONTRACT:**

The successful Bidder(s), selected by the District, will receive an AIA A101 Owner Contractor Agreement (modified) with AIA A201 General Conditions (modified). A sample is enclosed herein (see Attachments). The provisions of the sample AIA A101 Owner Contractor Agreement and AIA A201 General Conditions are in addition to the requirements set forth in this Solicitation.

- a. Bidders are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.

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- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract.
- c. Personnel or subcontractor substitution – if the contractor must substitute personnel or subcontractor(s) included in the original bid they must obtain written District approval of substituted personnel, prior to substitution.

**8. AMENDMENTS:**

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

**9. IMPORTANT RESPONSIBILITIES:**

Bidders are responsible for knowing and understanding all of this Solicitation's requirements, terms, conditions, and rules. Bidders may submit questions or clarification requests to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). The District will respond to all such questions/clarification requests submitted prior to the applicable deadline, if the District, in its sole discretion, deems a response necessary.

Bidders shall promptly notify the District of any defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to REQUESTS FOR CLARIFICATION, CHANGE, SUBSTITUTION REQUEST, OR SOLICITATION PROTEST (Section III, Paragraph 5), protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award may not be favorably considered.

**10. DISTRICT REPRESENTATIVE:**

The District Representative for the project is Chris Hansen, Construction Project Manager.

**11. SOLICITATION SCHEDULE:**

The milestones for the selection process are set forth below. The purpose of this schedule is for Bidder information only. Required dates for Contract period milestones, submittals and any other activities are provided elsewhere in this Solicitation. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Date</u>
Mandatory Pre-Bid conference	June 5, 2023, 10:00 AM PST
Deadline for submitting requests for clarification, change, substitution, or solicitation protest	June 16, 2023, 2:00 PM PST
Bids Due: Closing	June 27, 2023, 2:00PM PST
Anticipated Notice of Intent to Award (NOI)	on or about June 28, 2023
Award Contract	on or about July 26, 2023

**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 in the Solicitation Summary. Bidders may also contact Purchasing Staff with questions. No other contact regarding this Solicitation, including with the design team or District Representative during the solicitation process (prior to executed contract) is permitted. Unauthorized contact regarding this Solicitation may subject the offender's Bid to rejection. Contact with District Staff / design team Members during the Pre-Bid Conference is authorized.

**13. Additional information regarding this solicitation and certain forms for download are available on Oregon Buys <https://oregonbuys.gov/>.**

## SECTION II – STATEMENT OF WORK

Solicitation No: ITB 22-0032

### 1. PURPOSE AND INTRODUCTION:

This solicitation is for retaining a qualified general contractor (GC) to furnish, install, manage, and coordinate all work as shown in the attached documents on behalf of the Beaverton School District. The goal is to upgrade Southridge High School's HVAC and controls systems. All work is to be completed over the 2024 summer break (see the Project Schedule for specific dates).

The Project is described in summary terms below and in the attached documents.

### 2. BACKGROUND AND SCHOOL DESCRIPTION:

Southridge High School is an existing 256,070 sq. ft., 2-story existing High School building in Beaverton. It was originally constructed between 1998-2000. There have been minor renovations to the interior of the building since its original construction. The building includes a full high school program including classrooms, administrative, athletics, lab, performing arts, and foodservice spaces. This school is located at 9625 SW 125<sup>th</sup> Ave., Beaverton, OR 97008

Building Code	2022 Oregon Structural Specialty Code
Mechanical Code	2022 Oregon Mechanical Specialty Code
Energy Code	2021 Oregon Energy Efficiency Specialty Code
Plumbing Code	2021 Oregon Plumbing Specialty Code
Electrical Code	2021 Oregon Electrical Specialty Code
Owner's Design Standards	BSD General Design Standards

### 3. OPERATIONAL ATTRIBUTES:

The District requires the project to be completed over the duration of the summer vacation beginning 6/12/2024. See project milestones below for further information. Coordination with summer maintenance activities will be required.

### 4. GENERAL SCOPE OF WORK:

Please refer to attached Drawings, Specifications and Structural Calculations. It is intended that the Contractor provides a complete project and coordinates work with the District, Contractors and Consultants hired by the District, and all applicable agencies having authority.

- a. Work to include supplying, storing and handling of all required materials.
- b. Work includes protection of neighboring finishes and replacement/repair of any damaged surfaces including but not limited to ceiling tiles, wall board, paint, insulation, concrete block, etc.
- c. Contractor shall provide all labor, materials, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work.
- d. All work areas shall be cleaned of any construction debris on a daily basis. General Contractor is responsible for material removal and disposal. Provide dust control and HVAC protection as required to protect the rest of the school from construction debris. Upon completion of the project, the General Contractor is to provide final cleaning of all work installed, replaced or repaired including jobsite office.

### HVAC SYSTEM OVERVIEW

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**Boiler Plant:**

The existing heating water plant includes three gas boilers with 90 bhp (3,000 MBH) output capacity. The boilers are Weil-McClain cast iron sectional boilers with Gordon-Piatt burners that are non-condensing, 80% efficient. Each boiler has an associated constant volume primary pump associated with it. There are two constant volume secondary loop pumps that operate one at a time as lead/stand by. The heating water system serves the air handling unit heating coils, terminal unit reheat coils, and miscellaneous terminal heating equipment throughout the building. The boiler plant equipment was installed during the original building construction.

The heating water system was originally designed for 180°F heating water supply temperature. After the building was started up, the building would become overheated with the high heating water supply temperature. Thermostatic mixing valves were added to the piping at each boiler so that the return water at the boiler will stay higher than the condensing point, but the supply and return temperature out to the system can range between 140°F to 160°F depending on the outside air temperature. Additionally, a VFD was added to one of the secondary heating water loop pumps to slow the secondary pump down during low-load times.

The boilers are controlled by Weil-McClain boiler controls. The pumps are controlled by the existing DDC controls.

**Air-Side Systems:**

Most of the building is heated, cooled, and ventilated by variable air volume (VAV) rooftop air handling units, (AHUs) with DX cooling and hot water heating. Downstream terminal units with hot water reheat coils, control the temperature in the individual zones served by the air handling units.

The main and auxiliary gyms are served by single zone, constant volume (SZ-CV) rooftop units with gas heat and no cooling.

The Student Center (sector D and E), Auditorium, and Kitchen are served by single zone, constant volume (SZ-VAV) rooftop AHUs with DX cooling and gas heat.

The kitchen is served by a direct-fired makeup air unit.

The lower-level locker rooms are served by a constant volume rooftop 100% outside air unit with hot water heating and no cooling.

**Controls:**

The existing DDC system in the building is a Siebe Environmental Controls building automation system (BAS). It was installed with the original building construction. There have been no substantial upgrades to the system since installation. The controls O&M for the system is available for reference.

**DETAILED SCOPE OF WORK**

**Boiler Plant Upgrades:**

The existing boilers are in acceptable working condition and replacing them is not part of the scope of the project. However, Boiler burners and burner control panels are to be upgraded so that they can be integrated into the new Johnson Controls Building Automation System. To convert the heating water loop to a variable volume system, Replace the motors on heating water pumps HWP-4 and HWP-5 and installing new VFDs to control each pump.

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**Air Handling Unit Replacement:**

All 13 rooftop air handling units will be replaced with new units. The new units will be “right sized” to meet the current heating, cooling, and ventilation calculations for the existing building. Replacing the units will require roof patching and possibly new unit curbs or curb adapters. Because the existing curbs for most of the units are so tall, catwalks along one side of each large AHU are included in the scope to ease maintenance. The existing penetrations through the roof will be reused. BSD will recover all refrigerant from existing air handling units before they’re removed by the contractor.

Some of the VAV AHUs have air distribution systems that are cross connected. The air distribution systems will be disconnected from each other as part of the scope of the project.

AHU TAG	Existing Unit	Proposed Replacement Unit Characteristics
RTU-1, 2, 3, 4	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat, TUs downstream</li> <li>Capacity: 40,000 CFM, 125 Tons Cooling, 447 MBH Heating</li> <li>Serves: Sectors A and B, Upper and Lower levels</li> </ul>	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat. Fan arrays instead of single supply/return fans.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTUs.</li> </ul>
RTU-5	<ul style="list-style-type: none"> <li>Type: SZ-CV RTU, DX Cooling, Gas Heat</li> <li>Capacity: 25,000 CFM, 115 Tons Cooling, 1,187 MBH Heating</li> <li>Student Center</li> </ul>	<ul style="list-style-type: none"> <li>Type: SZ-VAV with Demand Control Ventilation, DX Cooling, Gas Heat.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-6	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat, TUs downstream</li> <li>Capacity: 22,000 CFM, 75 Tons Cooling, 301 MBH Heating</li> <li>Serves: Sectors G and F</li> </ul>	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat. Fan arrays instead of single supply/return fans.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-7	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat, TUs downstream</li> <li>Capacity: 33,000 CFM, 115 Tons Cooling, 313 MBH Heating</li> <li>Serves: Sector C</li> </ul>	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat. Fan arrays instead of single supply/return fans.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-8	<ul style="list-style-type: none"> <li>Type: SZ-CV RTU, DX Cooling, Gas Heat</li> <li>Capacity: 15,000 CFM, 50 Tons Cooling, 537 MBH Heating</li> <li>Serves: Auditorium</li> </ul>	<ul style="list-style-type: none"> <li>Type: SZ-VAV with Demand Control Ventilation, DX Cooling, Gas Heat.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-9	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat, TUs downstream</li> <li>Capacity: 17,300 CFM, 60 Tons Cooling, 322 MBH Heating</li> <li>Serves: Sector E</li> </ul>	<ul style="list-style-type: none"> <li>Type: VAV RTU, DX Cooling, HW Heat. Fan arrays instead of single supply/return fans.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>

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AHU TAG	Existing Unit	Proposed Replaced Unit Characteristics
RTU-10	<ul style="list-style-type: none"> <li>Type: 100% OA RTU, CV, No Cooling, HW Heat</li> <li>Capacity: 24,000 CFM, 1,493 MBH Heating</li> <li>Serves: Lower Level Sector G Locker Rooms</li> </ul>	<ul style="list-style-type: none"> <li>Type: 100% OA Unit with Energy Recovery Wheel, HW Heat, No Cooling</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-11	<ul style="list-style-type: none"> <li>Type: SZ-CV RTU, No Cooling, Gas Heat</li> <li>Capacity: 28,000 CFM, 1,185 MBH Heating</li> <li>Main Gym, Sector H</li> </ul>	<ul style="list-style-type: none"> <li>Type: SZ-VAV with Demand Control Ventilation, No Cooling, Gas Heat.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-12	<ul style="list-style-type: none"> <li>Type: SZ-CV RTU, No Cooling, Gas Heat</li> <li>Capacity: 16,000 CFM, 521 MBH Heating</li> <li>Auxiliary Gym, Sector H</li> </ul>	<ul style="list-style-type: none"> <li>Type: SZ-VAV with Demand Control Ventilation, No Cooling, Gas Heat.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
RTU-13	<ul style="list-style-type: none"> <li>Type: SZ-CV RTU, DX Cooling, Gas Heat</li> <li>Capacity: 12,900 CFM, 36 Tons Cooling, 514 MBH Heating</li> <li>Serves: Kitchen</li> </ul>	<ul style="list-style-type: none"> <li>Type: SZ-VAV, DX Cooling, Gas Heat.</li> <li>Capacity: Based on current load calculations for the areas served.</li> <li>Serves: Same areas as the existing RTU.</li> </ul>
MAU-1	<ul style="list-style-type: none"> <li>Type: Direct Fired Makeup Air Unit</li> <li>Capacity: 4,300 CFM, 225 MBH Heating</li> <li>Serves: Kitchen</li> </ul>	<ul style="list-style-type: none"> <li>Direct fired makeup air unit</li> <li>Capacity: Same as existing</li> <li>Serves: Kitchen</li> </ul>

**Air Distribution System Alterations:**

Where KCL finds that the airflow required for a space is significantly different than what was originally designed, the ductwork and diffuser layout may be altered to suit the different airflow. The extent of the alterations will be finalized in the CD phase.

In an assessment of the HVAC system completed by MFIA in 2022, the ductwork at RTU-4 was noted to have fittings that are causing high pressure drop in the ductwork, which means that the supply fan has to use more power to provide the right airflow. Additionally, the fan is operating at an unstable point on the fan curve and is surging, causing issues with bearings and vibration in the unit. The ductwork downstream of RTU-4 will be rerouted to provide better airflow and reduce system effects on the fan so that it can operate more efficiently.

**Heating Water Loop Alterations:**

Many of the hot water supply and return flexible connections at the terminal units are leaking. The specifications for the project will require the contractor to provide a unit price to replace failed flexible connections. A unit price for replacing failed control valves will also be required. If any control valves are replaced, the flexible connections to the terminal unit shall also be replaced.

**Controls Replacement:**

The controls throughout the building will be replaced with BSD standard Johnson Controls building automation system HVAC controls.



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- All of the existing controls architecture including sensors, panels, controllers, and devices associated with the existing controls system will be removed where they are accessible.
- Wiring conduit can remain in place and be reused.
- Actuators on damper and valves that will not be replaced can be reused if they are the correct type to accommodate the new controls sequence.
- Most existing heating water 3-way control valves will be replaced with new 2-way control valves.

### **Boiler Plant Controls**

<b>Current Controls</b>	<b>Recommended Controls Upgrade</b>
<p><u>Boilers and Boiler Pumps (B-1,2,3 &amp; HWP-1,2,3)</u></p> <p>Boilers: Building Controls send/receive the following signals to the boiler system:</p> <ul style="list-style-type: none"> <li>• DO – start stop primary pump HWP-1,2,3</li> <li>• DO - Enable boiler</li> <li>• Monitoring Points: <ul style="list-style-type: none"> <li>• Boiler 1,2,3 alarm</li> <li>• HWP-1,2,3 status</li> <li>• HWS Flow</li> </ul> </li> </ul> <p>The heating water supply temperature is controlled by the boiler/burner packaged controls and is not integrated with the existing BAS.</p> <p>Boiler Emergency Shut-Off: Shut off switches are wired directly to the boilers</p> <p>The following existing sequences of Operation are Unknown:</p> <ul style="list-style-type: none"> <li>• HW supply temperature reset schedule</li> <li>• Boiler lead/standby sequence</li> </ul>	<p><u>Boilers and Boiler Pumps (B-1,2,3 &amp; HWP-1,2,3)</u></p> <p>Boilers: BMS sends/receives the following to/from a new boiler control panel as BACnet integration points:</p> <ul style="list-style-type: none"> <li>• Boiler system enable</li> <li>• Hot Water Supply Temperature Reset (Upgrade sequence)</li> <li>• Boiler Alarm/Fault</li> <li>• Boiler Supply Water Temperature</li> <li>• Boiler Return Water Temperature</li> <li>• System Supply Water Temperature</li> <li>• Boiler pump HWP-1,2,3 Status</li> </ul> <p>BMS Trend logging and alarms (confirm desired trend logging and alarms with BSD)</p> <p>Boiler Emergency Shut-Off: Shut off switches are wired directly to the boilers and are monitored by the controls system to produce an alarm</p> <p>Primary Pumps: Boiler controls energizes respective boiler primary pump</p> <p>Boiler local panel controls lead/lag sequence, firing rate at each boiler, and all other internal boiler functions.</p>

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Current Controls	Recommended Controls Upgrade
<u>Heating Water Pumps (HWP-4 and HWP-5)</u>  Heating water loop is currently constant volume. Existing BAS system : <ul style="list-style-type: none"> <li>DO: HWP-4,5 Start/Stop</li> </ul> DI: HWP-4,5 Status	<u>Heating Water Pumps (HWP-4 and HWP-5)</u>  Convert the system to a variable secondary pumping scheme. BMS to control heating water pumps via VFDs: <ul style="list-style-type: none"> <li>Pumps On/Off including lead/lag or lead/standby sequence</li> <li>Control VFD speed based on differential pressure reset strategy</li> <li>Add differential pressure measurement 2/3 out in the secondary loop.</li> <li>Monitor VFD status and alarms</li> </ul> Trend logging and BMS alarms (confirm trend logging and alarms with BSD)

Boiler Plant Energy Efficiency Measures to Consider with the Controls Upgrade:

1. **Variable Secondary Pumping:** The existing heating water flow diagram is not well documented. Converting the system from constant volume pumping to constant primary / variable secondary pumping scheme will require several alterations to the heating water system:
  - a. Replace most of the existing 3-way valves with new 2-way valves.
  - b. Reconfigure the piping in the boiler room to include a “decoupler” common line to separate the primary and secondary loops.
  - c. Add heating water pipe differential pressure sensors 2/3 of the way down each major branch of the piping system in the building.
  - d. Replace the HWP-4 & 5 secondary pump motors and provide new VFDs.
  - e. Document the flow diagram in detail and provide new valve schedules.
2. **Heating water loop differential pressure reset schedule:** Current energy code now requires a differential pressure reset on variable flow heating water loops. The BAS uses feedback from the zone and AHU heating water valves and temperature sensors to reduce the pressure in the loop while still maintaining the required flow through the coils to meet the heating demand. This sequence reduces pumping power in variable volume systems.
3. **Heating water supply temperature reset:** Current energy code requires heating water supply temperature reset based on either outdoor air temperature OR coil control valve feedback. Because the existing heating coils were selected for high supply water temperatures a supply temperature reset schedule based on heating coil valve position is recommended. In this sequence, the BMS monitors the position of the heating coil valves in the system. If all valves are less than 95% open, a PID loop lowers the heating water supply temperature until at least one valve is more than 95% open. This way, all zones and AHUs meet the demand for heating with the lowest possible heating water supply temperature.

Airside System Controls

**VAV AHUs with Downstream Terminal Units**

All VAV AHUs will be replaced and will have factory or field-installed JCI control devices and actuators. The

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controls upgrade will define new sequences of operation for the new AHUs that are modeled from ASHRAE 36. VAV terminal units will receive new controllers, new supply air temperature sensors, and new control valve actuators (current actuators are floating point). The terminal units themselves along with damper actuators, flow measuring devices, and 3-way control valves will remain.

The controls described here represent “terminal strip controls.” If the units provided during construction are Daikin, then the manufacturer’s MicroTech controls will be allowed, and limited points will be shared with the JCI controls via BACnet integration. The Microtech controls would carry out the control sequences for the units. For any other AHU manufacturer, terminal strip controls will be provided and the JCI system will control the AHUs with hard-wired points except for DX refrigeration and gas fired heating.

VAV AHU Current Controls	Recommended New VAV AHU Controls
<p><u>Operating Mode</u></p> <p>The BAS determines the operating mode (occupied, unoccupied, morning warmup) and resets supply air temperature and OA damper minimum position for the operating mode.</p>	<p><u>Operating Mode</u></p> <p>The BAS determines the operating mode of the AHU and controls the supply air temperature, fans, and OA and RA dampers depending on the current operating mode. Operating modes:</p> <ul style="list-style-type: none"> <li>• Occupied Mode</li> <li>• Unoccupied Mode</li> <li>• Morning Warm-Up Mode</li> <li>• Optimum Start Mode (Morning Cool-Down)</li> </ul>
<p><u>Supply Fan</u></p> <p>The air handling units’ internal manufacturer controls varies fan speed to maintain duct static pressure setpoint.</p>	<p><u>Supply Fan</u></p> <p>The BAS will control variable volume supply fan arrays with <i>Duct Static Pressure Reset Strategy</i> based on feedback from zone terminal unit damper positions.</p>
<p><u>Outside Air</u></p> <p>The BAS sends a signal to the AHU’s on-board controls setting the minimum outdoor air damper position.</p> <p>The AHU’s on-board controls modulate the outside air damper between the minimum position and fully open economizer mode to maintain discharge air temperature.</p>	<p><u>Outside Air</u></p> <p>The BAS sets the minimum outside airflow based on a <i>Demand Control Ventilation Strategy</i>. The BAS controls the OA damper to modulate open or closed based on zone CO2 level, zone airflow, and minimum outside air calculations. When the economizer sequence is not active, the BAS modulates the damper to achieve the calculated OA airflow as read at an OA air measurement station.</p> <p>The units will have full integrated economizer capabilities. The economizer is the first stage of cooling, and when the supply air temperature cannot be met by economizer, the mechanical cooling is enabled.</p>

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VAV AHU Current Controls	Recommended New VAV AHU Controls
<p><u>Return Air and Exhaust Air Dampers</u></p> <p>The units have “vane-trol” tracking. The return fan tracks the supply fan with offsets.</p>	<p><u>Return Air and Exhaust Air Dampers</u></p> <p>The BAS will modulate return air and exhaust air dampers to control building pressure.</p> <p>Particular attention will be paid to the locker room and gym area of the building because of the history of pressure control problems there.</p>
<p><u>Return Fan</u></p> <p>Sequence is Unknown</p>	<p><u>Return Fan</u></p> <p><i>Variable Volume Control with Return or Exhaust Fan VFD:</i> Fan speed varies along with supply fan speed.</p> <p>In the DD phase, KCL will work with the basis of design AHU manufacturer to determine whether a “return fan” or a “powered exhaust fan” will provide the most reliable control of building pressure in the application.</p>
<p><u>Supply Air Temperature Control</u></p> <p>Each AHU has a space temperature sensor that the BAS uses to reset supply air temperature. The exact sequence the BAS uses to reset the supply air temperature is not known.</p> <p>The BAS sends the supply air temperature setpoint to the AHU’s on-board controls. The on-board controls modulate the OA damper, heating, and cooling to maintain the current Supply Air Temperature setpoint.</p>	<p><u>Supply Air Temperature Control</u></p> <p>The BAS determines the current Supply Air Temperature using a <i>Demand-Based Supply Air Temperature Reset Strategy</i> based on feedback from zones.</p> <p>The BAS sets the current Supply Air Temperature at the AHU’s on-board controls. The BAS modulates the OA damper, enables heating, and enables cooling at the AHU’s on-board controls. The on-board controls control the heating and cooling systems to maintain the Supply Air Temperature Setpoint.</p>
<p><u>DX Cooling Control</u></p> <p>Cooling is controlled by the on-board AHU controls.</p>	<p><u>DX Cooling Control</u></p> <p><i>Modulating Cooling Strategy:</i> AHUs will have multiple compressors and modulating cooling capacity. BMS will enable/disable cooling and communicate cooling supply air temperature setpoint to DX cooling system manufacturer controls. Manufacturer controls will modulate compressors and control the DX cooling system to maintain the cooling SAT setpoint.</p>

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VAV AHU Current Controls	Recommended New VAV AHU Controls
<p><u>Heating Control</u></p> <p>The BAS starts and stops the heating coil pump. The AHU on-board controls modulate the heating coil control valve to maintain the supply air setpoint temperature.</p>	<p><u>Heating Control</u></p> <p>The BAS starts and stops the heating coil pump. The BAS modulates the heating coil control valve to maintain the supply air setpoint temperature.</p> <p>For gas-fired units, the AHU on-board controls modulate the gas heat to maintain the supply air temperature setpoint.</p>
<p><u>Terminal Unit Zone Control</u></p> <p>The BAS modulates the damper between minimum and maximum setpoints and heating control valve to maintain the space temperature setpoint. For fan powered TUs, the BAS controls the fan to increase primary air during heating mode.</p> <p>The existing terminal units do not have supply air temperature sensors.</p>	<p><u>Terminal Unit Zone Control</u></p> <p>High Performance VAV Control Sequence in Zones Including “Dual Maximum VAV Zone Control Logic”</p> <p><i>Temperature Control Sequence:</i></p> <ul style="list-style-type: none"> <li>• Temperature sensors (no adjustment, no override) in all zones</li> <li>• Limit supply air temperature at terminal unit to zone setpoint +20°F</li> <li>• Unoccupied temperature setback</li> </ul> <p><i>Airflow Control Sequence:</i> Demand Control Ventilation: In classroom, airflow control based on CO2 levels</p>
<p><u>Optimum Start</u></p> <p>Unknown if any Optimum Start sequence exists</p>	<p><u>Optimum Start</u></p> <p><i>Optimum Start Strategy:</i> Automatically adjust start time based on space temperature, occupied setpoint, and time prior to occupancy. Close outside air dampers during optimum start except for economizer.</p>
<p><u>Filter Pressure Switch</u></p> <p>BAS generates an alarm if the air filter pressure is greater than 1” w.c. static pressure drop</p>	<p><u>Filter Differential Pressure Sensor</u></p> <p>BAS will monitor differential pressure across the filter and alarm at a differential pressure setpoint.</p>

VAV Air Conditioning Unit Energy Efficiency Measures to Consider with the Controls Upgrade:

1. **Duct Static Pressure Reset Strategy:** Current energy code requires that certain VAV supply fans control strategies include a duct static pressure reset strategy rather than controlling to the same duct static pressure all the time. The terminal unit damper positions are monitored. If no dampers are fully open, a PID loop reduces the duct static pressure setpoint until at least one terminal unit damper is fully open. This way the system is providing only as much static pressure as the system requires. A new duct static pressure sensor will be provided for each AHU.
2. **Demand Controlled Supply Air Temperature Reset Strategy:** Traditional supply air reset strategies are based on a linear relationship between outside air temperature and supply air temperature.

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Demand-based reset strategies use control logic to raise the supply air temperature until one critical zone requires cooler air to meet its setpoint.

3. **Demand-Controlled Ventilation:** Current energy code requires demand-controlled ventilation in densely occupied zones over 500 sq. ft. In densely occupied zones, ventilation air can be reduced when fewer than the code-default number of occupants are present. Reducing ventilation air reduces energy costs associated with conditioning the outside air.

### Single Zone AHUs

All single zone AHUs will be replaced and will have factory or field-installed JCI control devices and actuators. The controls upgrade will define new sequences of operation for the new AHUs that are modeled from ASHRAE 36. New single-zone units serving the gyms and auditorium will have single-zone, variable volume control sequences.

The controls described here represent “terminal strip controls.” If the units provided during construction are Daikin, then the manufacturer’s MicroTech controls will be allowed, and limited points will be shared with the JCI controls via BACnet integration. The Microtech controls would carry out the control sequences for the units. For any other AHU manufacturer, terminal strip controls will be provided and the JCI system will control the AHUs with hard-wired points except for DX refrigeration and gas fired heating.

Single Zone AHU Current Controls	Single Zone AHU Recommended Controls
<u>Operating Mode</u>  The BAS determines the operating mode (occupied, unoccupied, morning warmup) and resets supply air temperature and OA damper minimum position for the operating mode.	<u>Operating Mode</u>  The BAS determines the operating mode of the AHU and controls the supply air temperature, fans, and OA and RA dampers depending on the current operating mode. Operating modes: <ul style="list-style-type: none"> <li>• Occupied Mode</li> <li>• Unoccupied Mode</li> <li>• Morning Warm-Up Mode</li> <li>• Optimum Start Mode (Morning Cool-Down)</li> </ul>
<u>Supply Fan</u>  Controls system enables the constant volume supply fan on a schedule.	<u>Supply Fan</u>  BAS system controls the variable volume Supply Fan for Gym and Auditorium AHUs in concert with supply air temperature reset to maintain space temperature setpoint.
<u>Outside Air and Return Air Damper</u>  The BAS sends a signal to the AHU’s on-board controls setting the minimum outdoor air damper position.  The AHU’s on-board controls modulate the outside air damper between the minimum position and fully open economizer mode to maintain discharge air temperature.	<u>Outside Air and Return Air Damper</u>  The BAS sets the minimum outside airflow based on a <i>Demand Control Ventilation Strategy</i> . The BAS controls the OA damper to modulate open or closed based on zone CO2 level.

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<u>Single Zone AHU Current Controls</u>	<u>Single Zone AHU Recommended Controls</u>
<p><u>Heating Control</u></p> <p>3-way valve modulates to meet the heating load in the space</p> <p>Small zones have auxiliary hot water duct coil for zone-level heating control</p>	<p><u>Heating Control</u></p> <p>Control valve modulates to meet the heating load in the space</p> <p>Small zones have auxiliary hot water duct coil for zone-level heating control</p>
<p><u>Supply Air Temperature Control</u></p> <p>The AHU's on-board controls maintain a discharge air temperature setpoint that is reset by the space temperature sensor, whenever the BAS system commands it "on."</p>	<p><u>Supply Air Temperature Control</u></p> <p>The BAS will determine the supply air temperature setpoint in concert with the fan speed to maintain the space setpoint temperature.</p> <p>The BAS modulates the outside air damper, enables the DX cooling, and enables the gas heating or modulates the hot water heating control valve to maintain the Supply Air Temperature Setpoint.</p>
<p><u>DX Cooling Control</u></p> <p>The AHU's on-board controls sequences the DX cooling system to maintain the supply air temperature setpoint</p>	<p><u>DX Cooling Control</u></p> <p><i>Modulating/Staged Cooling Strategy:</i> BAS will enable/disable DX cooling system manufacturer controls. Manufacturer controls will modulate compressors and control the DX cooling system to maintain the cooling supply air temperature setpoint.</p>
<p><u>Optimum Start</u></p> <p>Unknown if any Optimum Start sequence exists</p>	<p><u>Optimum Start</u></p> <p><i>Optimum Start Strategy:</i> Automatically adjust start time based on space temperature, occupied setpoint, and time prior to occupancy. Close outside air dampers during optimum start except for economizer.</p>
<p><u>Filter Pressure Switch</u></p> <p>The BAS provides an alarm when the filter is at greater than 1" w.c. static pressure drop.</p>	<p><u>Filter Differential Pressure Sensor</u></p> <p>BAS will monitor differential pressure across the filter and alarm at a differential pressure setpoint.</p>

### 100% OA Air Handling Unit

The existing RTU-10 is a 100% outside air AHU that serves the lower-level locker rooms. The existing unit is constant volume with gas heat and no cooling. There are hot water reheat coils for temperature control at individual zones in the area served by the unit. The locker rooms are also constantly exhausted, making the application ideal for energy recovery to reduce energy costs at this unit.

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100% OA Unit Current Controls	100% OA Unit Recommended Controls
<u>Supply Fan</u>  Supply Fan runs at a constant volume whenever the BAS commands the unit “on.”	<u>Supply Fan</u>  No changes recommended.
<u>Exhaust Fan</u>  EF-22 is separate from the 100% OA AHU but is interlocked to operate with RTU-10.	<u>Exhaust Fan</u>  BAS controls the exhaust fan to run at constant volume during occupied times.
<u>Heating Control</u>  The BAS starts the heating coil circulation pump when the OA temp is below 50°F.  The BAS sends the Discharge Air Temperature setpoint to the AHU on-board controls. The on-board controls modulate the heating coil control valve to maintain the Discharge Air Temperature Setpoint.	<u>Heating Control</u>  The BAS starts/stops the heating coil pump based on an adjustable outside air temperature setpoint.  The BAS modulates the heating coil control valve to maintain the current discharge air temperature setpoint.
<u>DX Cooling Control</u>  No cooling.	<u>DX Cooling Control</u>  Determine whether cooling is desired. If it is, the BAS will determine the discharge air temperature for the unit and send it to the AHU’s on-board controls. On board controls will sequence DX cooling to maintain Discharge Air Temperature Setpoint.
<u>Energy Recovery Wheel Operation</u>  No energy recovery.	<u>Energy Recovery Wheel Operation</u>  The BAS calculates when operating the energy recovery wheel is advantageous by comparing the dry bulb temperature of the supply air stream with the exhaust air stream and modulates the speed of the energy recovery wheel to optimize energy use.  Energy recovery wheel bypass dampers open when it is not advantageous
<u>Optimum Start</u>  No Optimum Start sequence exists	<u>Optimum Start</u>  <i>Optimum Start Strategy:</i> Automatically adjust start time based on space temperature, occupied setpoint, and time prior to occupancy.



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<u>Zone Temperature Control</u>  BAS modulates the reheat coil control valves to maintain the space temperature setpoint.	<u>Zone Temperature Control</u>  No change recommended.
<u>Filter Pressure Switch</u>  The BAS provides an alarm when the filter is at greater than 1" w.c. static pressure drop.	<u>Filter Pressure Switch</u>  The BAS provides an alarm when the filter is at greater than 1" w.c. static pressure drop.

### **Terminal Heating Equipment**

Controls at the terminal heating equipment such as cabinet heaters and unit heaters will be replaced, including thermostats and valve actuators. The new controls system will enable/disable fans and modulate heating coil valves to maintain space temperature setpoint.

### **Exhaust Fans**

Controls for existing general exhaust fans will be replaced. The new controls system will enable/disable fans on a schedule or interlocked with air handling units as required. Current sensors will provide fan status input to the new controls system.

### **Lab Hood Exhaust System**

The existing lab hood exhaust system will remain locally controlled and will not be integrated into the new JCI DDC system.

### **Kitchen Exhaust Systems**

The kitchen exhaust systems will be controlled by their existing local controls. Their status will be monitored by new controls system.

### **ADDITIONAL REQUIREMENTS**

Current RTU lead times are estimated to be anywhere from 26 to 52 weeks. In order to procure these long lead items in time for the 2024 summer work schedule the contractor will be **required to turn in submittals within 5 business days of contract execution.**

The District Representative for the project is Chris Hansen, Project Manager.

## **5. PROJECT SCHEDULE**

The project milestones are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for information only.

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<b>Project Milestones</b>	<b>Dates</b>
Construction Start	June 13, 2024
Substantial Completion	August 23, 2024
Final Completion	September 13, 2024

**6. RETAINAGE:**

Retainage for this Project shall be 5%. See the attached Sample Contract for specific terms and conditions regarding retainage. The Awarded Contractor may be given the options for retainage:

- Held in a District-owned interest-bearing account
- Held in a Contractor-owned account, if Contractor executes the District's Control Agreement
- Provide the District with a Retention Bond
- Other method as deemed acceptable by the District

**7. BONDS AND INSURANCE:**

The Contractor awarded this solicitation must, within Five (5) calendar days after receipt of the Contract for signature:

- a. Provide the required Performance Bond and Payment Bond;
- b. Provide proof that the Statutory Public Works Bond has been filed with the CCB;
- c. Provide Insurance Certificate(s) (summary-level insurance requirements are listed below; Exhibit E of the Sample Contract includes all requirements) and any guarantees and/or other required item(s).
- d. Sign the Contract issued by the District Purchasing Department.
- e. If these items are not received as specified then the Contract may not be executed, a Bid bond claim may be filed, and the Contract may be awarded to the next lowest Bidder.

**Summary-Level Insurance Requirements\*** (See Exhibit E to the Attached Sample Contract for all Requirements)

Insurance Coverage Type	Occurrence/Loss	Aggregate	District as Additional Insured	Subrogation Waived	Required for Sub-Contractors ***
Employer's Liability		\$500,000		X	
Worker's Comp	Statutory Limits	Statutory Limits		X	X
Commercial General Liability	\$1,000,000	\$2,000,000	X		X
Business Automobile Liability		\$1,000,000	X		X
Professional Liability**	\$1,000,000	\$2,000,000			X
Pollution Liability Insurance	\$1,000,000	\$1,000,000			
Asbestos/hazardous materials Abatement**					X
True Umbrella Policy		\$5,000,000			
Builder's Risk	Contract Amt.	Contract Amt.			

\*The Summary-Level Insurance Requirements are only intended to draw Bidders' attention to the Insurance Requirements for this Solicitation. Bidders must carefully review Exhibit E Insurance Requirements to the Sample Contract for exact and full Insurance Requirements. If there are any discrepancies between the Summary-Level Insurance Requirements and those listed under Exhibit E Insurance Requirements to the Sample Contract, Exhibit E Insurance Requirements to the Sample Contract shall govern.

\*\*Only required if such services are included in the Contract/Sub-Contracts resulting from this Solicitation.

\*\*\*The District may require Contractor to provide certificates of Sub-Contractor's insurance at any time.

**Insurance Waiver Requests: Any Insurance Waiver Requests must be submitted in writing to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us), prior to the Deadline for Questions/Change Requests/Solicitation Protests.**

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**8. NOTICE TO PROCEED:**

- a. The Contractor must not begin work until a Notice to Proceed is issued by the District Representative.
- b. The District reserves the right to cancel the Contract at no penalty if it is in the best interest of the public to do so, if:
  - i. A protest was received that overturns the award of this Contract, or
  - ii. Funding for the project is not available.

**9. ADDITIONAL REQUIREMENTS:**

- a. The District has implemented the e-Builder Project Management software platform for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program. Each Contractor will be provided a seat (license) and a minimum of four (4) hours training.
- b. All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Contractors and sub-contractors must provide a report of who has cleared the background check by an approved agency.
- c. **LIQUIDATED DAMAGES:** If the Work is not Substantially Complete by the applicable required Substantial Completion date, the Contractor shall pay to the Owner liquidated damages in the amount of **\$1,000.00** for each and every day of delay in achieving Substantial Completion.

**10. BUSINESS EQUITY:**

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

**11. NO WAIVER OF CONDITIONS:**

Failure of the Owner to insist on strict performance will not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.

**12. SAFE, INCLUSIVE, AND RESPECTFUL WORKSITE.**

- a. Each of the Awarded Contractor's employees, subcontractors' employees and principals / owners involved in the Work shall be required to act in a safe, respectful, inclusive, and professional manner while performing the Work. This includes but is not limited to the Contractor taking whatever means and manner of action Contractor deems necessary to prevent, control, and enforce, any acts in violation of the forgoing standards ("Incidents"). Incidents include, but are not limited to: 1) excessive, offensive, or disruptive 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) thievery; 7) the transportation of articles or materials deemed hazardous; and 8) symbols, language, and other acts of hate, racism, sexism, discrimination, harassment, and bullying.

SECTION III – INSTRUCTIONS TO BIDDERS:  
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**1. DEFINITIONS**

The terms "District" or "Owner" throughout this document means the Beaverton School District. The term "Bidder" means the person or firm that submits a Bid in response to this Solicitation. The terms "Bid" or "Offer" means a written response to provide services in response to this Solicitation. The terms "Contractor" or "Supplier" means the Bidder awarded a contract as a result of this Solicitation. Terms not otherwise defined in the Solicitation Documents may assume definitions found in the laws, regulations, and/or policies governing this Solicitation.

**2. SELECTION PROCEDURE**

This Solicitation is a Formal Invitation to Bid for a Public Improvement Project, issued Pursuant to ORS 279A, ORS 279C and the Oregon Attorney General Model Rules Divisions 46 and 49 and District Policies.

**3. ELIGIBILITY TO BID**

- a. **Construction Contracts.** The District will not consider a Person's Offer to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractor's Board at the time the Offer is made.
- b. **Landscape Contracts.** The District will not consider a Person's Offer to do Work as a landscape Contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape Contractor's license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the Offer is made.
- c. **Non-complying Entities.** The District will deem a Bid received from a Person that fails to comply with this rule nonresponsive and will reject the Bid as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding agencies.
- d. **Asbestos Abatement Work.** The Contractor or a subcontractor under the Contract must be licensed under ORS 468A.720 for work regarding asbestos abatement projects.

**4. PRE-BID CONFERENCE**

- a. **Purpose.** The District may hold pre-Bid conferences with prospective Bidders prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** The District may require attendance at the pre-Bid conference as a condition for submission of a Bid. 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-Bid conference scheduled date and time, and whether the pre-Bid conference is mandatory or non-mandatory.
- d. **Statements Not Binding.** Statements made by the District's representatives at the pre-Bid conference do not change the Solicitation unless the District confirms such statements by Written Addendum.

**4. ADDENDA**

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Bidder must provide written acknowledgement of receipt of all issued Addenda with their Bid on the Bidder Certification.
- b. **Notice and Distribution.** The District will publish notice of all Addenda on the Oregon Buys Website. Addenda may be downloaded from the Oregon Buys website. It is the Bidders' responsibility to inquire about Addenda. Bidders should frequently check the Oregon Buys website until Closing about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bid. The District may extend the Closing if the District

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determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

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

**5. REQUESTS FOR CLARIFICATION, CHANGE, SUBSTITUTION REQUEST, OR SOLICITATION PROTEST**

- a. **Clarification.** No later than the deadline for submitting a written request for clarification, change, substitution, or solicitation protest a Bidder may request that the District clarify any provision of the Solicitation. Such requests must be received prior to the stated deadline in email at [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). The District's clarification to a Bidder, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by denoting "CHANGES" on a written Addendum.
- b. **Request for Change.**
- i. **Delivery.** No later than the deadline for submitting a written request for clarification, change, substitution, or solicitation protest, a Bidder may request in writing a change to the Solicitation Documents. A Bidder must deliver the Written request for change to the District prior to the stated deadline to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). (Bidder is responsible for ensuring receipt by the District.)
- ii. **Content of Request for Written Change:**
- A. A Bidder's Written request for change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change.
- B. A Bidder must include the following identifying information in its request for change as follows:
- I. "Request for Change"; and
- II. Solicitation number.
- c. **Substitution Requests.**
- i. **During Solicitation.** No later than the deadline for submitting a written request for clarification, change, substitution, or solicitation protest, a Bidder may request in writing a substitution to any specified products (e.g., requests for approved equal decisions, etc.). Such requests must be submitted prior to the stated deadline to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). (Bidder is responsible for ensuring receipt by the District.) Requests must be submitted using the Substitution Request Form if one is attached to this Solicitation.
- ii. **During Contract.** Any Substitution Requests submitted after a Contract has been executed shall be governed by the terms and conditions of said Contract.
- d. **Protest.**
- i. **Delivery.** No later than the deadline for submitting a written request for clarification, change, substitution, or solicitation protest, a Bidder may protest Specifications or Contract terms and conditions. A Bidder must deliver a written protest on those matters to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) by the stated deadline.
- ii. **Content of Protest.**
- A. A Bidder's Written protest must include:

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- (i) A detailed statement of the legal and factual grounds for the protest;
  - (ii) A description of the resulting prejudice to the Bidder; and
  - (iii) A statement of the desired changes to the Contract terms and conditions, including any Specifications.
- B. A Bidder must mark its protest as follows:
  - (i) "Contract Provision Protest"; and
  - (ii) Solicitation number.
- c. **District Response.** The District is not required to consider a Bidder's request for change or protest after the deadline established for submitting such request or protest. The District will 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 will either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- e. **Extension of Closing.** If the District receives a written request for change or protest from a Bidder 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 will be made part of the Solicitation file.

**7. BID SUBMISSIONS**

- a. **Offer and Acceptance.** The submitted Bid is the Bidder's offer to enter into a Contract. The Offer is always a "Firm Offer," i.e., the Bid must be held open by the Bidder for the District's acceptance for sixty (60) days. The District may elect to accept the Bid at any time during the specified period, and the District's Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Bidder to the Contract.
- b. **Responsive Bid.** The District may award a Contract only to a Responsible Bidder with a Responsive Bid.
- c. **Contingent Bids.** A Bidder must not make a Bid contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. **Bidders Acknowledgement.** By signing and submitting a Bid, the Bidder 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 Bidder must submit and sign their Bid. A Bidder must initial any corrections or erasures to their Bid.
- f. **Forms.** Bidders must submit their Bid on the form(s) provided.
- g. **Documents.** Bidders must provide the District with all documents and descriptive literature requested.
- h. **Facsimile Submissions.** The District will not accept facsimile Bids.
- i. **Product Samples and Descriptive Literature.** The District may require product samples or descriptive literature if it is necessary or desirable to evaluate the quality, features or characteristics of the offered items. The District will dispose of product samples or return or make available for return product samples to the Bidder.
- j. **Identification of Bids.**
  - i. To ensure proper identification and handling, the Bids must be submitted to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) and the email subject line/body text/file names should include the Bidder's name and the Solicitation number, and/or other clearly identifying information.
  - ii. The District is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in the Solicitation.

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- k. **Receipt of Bids.** Bidders are responsible for ensuring that the District receives their Bid at the required delivery point prior to the closing due date and time. Bids must only be emailed to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) and received prior to the closing due date and time.
- l. Failure to submit Bids in accordance with the provisions of this Section will be grounds to declare the Bid as nonresponsive.
- m. **Certification.** Bidders must (on the Bidder Certification enclosed):
  - i. Identify whether the Bidder is or is not a "resident Bidder," as defined in ORS 279A.120(1);
  - ii. Indicate that the Bidder 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. BID SECURITY**

- a. **Security Amount.** The District requires Bid security of 5% of the Bidder's Bid, consisting of the base Bid together with all additive alternates. The Bidder must forfeit Bid security after Award if the Bidder fails to execute the Contract and promptly return it with any required Performance Bond and Payment Bond and with any required proof of insurance (see enclosed sample contract for amount requirements).
- b. **Form of Bid Security.** The District may accept only the following forms of Bid security:
  - i. A surety bond from a surety company authorized to do business in the State of Oregon;
  - ii. An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or
  - iii. A cashier's check or Bidders certified check.
- c. **Return of Security.** The District will return or release the Bid security of all unsuccessful Bidders after a Contract has been fully executed and all required bonds and insurance have been provided, or after all Bids have been rejected.

**9. PRE-CLOSING MODIFICATION OR WITHDRAWAL**

- a. **Modifications.** A Bidder may modify their Bid in writing prior to the Closing. A Bidder must prepare and submit any modification to their Bid to the District in accordance with OAR 137-49-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder must email its modification to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) and mark the email subject line as follows:
  - i. "Bid Modification"; and
  - ii. Solicitation Number.
- b. **Withdrawals.**
  - i. A Bidder may withdraw its Bid by Written notice submitted by email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) on the Bidder's letterhead, signed by an authorized representative of the Bidder. The notice must be received by the District prior to the Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
  - ii. The District may release an unopened, withdrawn Bid to the Bidder or its authorized representative, after voiding any date and time stamp mark, if applicable;
  - iii. The Bidder must mark the Written request to withdraw a Bid as follows:
    - A. Bid Withdrawal; and
    - B. Solicitation Number.
- c. **Documentation.** The District will include all documents relating to the modification or withdrawal of Bids in the Solicitation file.

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**10. RECEIPT, OPENING, AND RECORDING OF BIDS; CONFIDENTIALITY OF BIDS**

- a. **Receipt.** The Bidder is responsible for ensuring that the District receives its Bid at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Bid.
- b. **Opening and Recording.** The District will publicly open Bids including any modifications made to the Bid pursuant to OAR 137-49-0320. In the case of Invitations to Bid, to the extent practicable, the District will read aloud the name of each Bidder, the Bid price(s), and such other information, as the District considers appropriate. The District will open and publicly read bids over the following conference line:  
**+1(503)356.4400**  
**Participant code: 30633357**
- c. **Availability.** After Opening, the District will make Bids available for public inspection. The District may withhold from disclosure those portions of a Bid that the Bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); ORS 646.461 to 646.475. To the extent the District determines such designation is not in accordance with applicable law, the District will make those portions available for public inspection. The Bidder must separate information designated as confidential from other non-confidential information at the time of submitting its Bid. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and will be publicly available regardless of a Bidder's designation to the contrary.

**11. LATE BIDS, WITHDRAWALS AND MODIFICATIONS**

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

**12. MISTAKES**

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Bidders, the District will carefully consider whether to permit waiver, correction or withdrawal of Bids for certain mistakes.
- b. **District Treatment of Mistakes.** The District will not allow a Bidder to correct or withdraw an Offer for an error in judgment. If the District discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the District may take the following action:
  - i. The District may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
    - A. Return the correct number of signed Bids or the correct number of other documents required by the Solicitation;
    - B. Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and
    - C. Acknowledge receipt of an Addendum to the Solicitation, provided that it is clear on the face of the Bid that the Bidder 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 Bid or other documents submitted with the Bid, and the Bidder confirms the District's correction in Writing. A clerical error is a Bidder's error in transcribing its Bid. 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



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- 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 Bid). In the event of a discrepancy, unit prices will prevail over extended prices.
- iii. The District may permit a Bidder to withdraw an Offer based on one or more clerical errors in the Bid only if the Bidder 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 under this subsection or an error in judgment;
    - C. That the error cannot be corrected or waived under subsection 12.b.ii above;
    - D. That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
    - E. That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
    - F. That the Bidder will suffer substantial detriment if the District does not grant the Bidder permission to withdraw the Offer;
    - 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 Bidder promptly gave notice of the claimed error to the District.
  - iv. The criteria in subsection 12.b.iii above will determine whether the District will permit a Bidder to withdraw its Bid after Closing. These criteria also will apply to the question of whether the District will permit a Bidder to withdraw its Bid without forfeiture of its Bid bond (or other Bid security), or without liability to the District based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the District, whether by Award to the next lowest Responsive and Responsible Bidder, or by resort to a new solicitation.
  - c. **Rejection for Mistakes.** The District will reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents submitted with the Bid.
  - d. **Identification of Mistakes after Award.** The procedures and criteria set forth above are Bidder's only opportunity to correct mistakes or withdraw Bids because of a mistake. Following Award, a Bidder is bound by its Bid, and may withdraw its Bid or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.

**13. FIRST-TIER SUBCONTRACTORS; DISCLOSURE AND SUBSTITUTION**

- a. **Required Disclosure.** Within two working hours after the Bid Closing, Bidders must submit the First-Tier Subcontractor Disclosure Form identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor or labor and materials on the Contract, if Awarded, whose subcontract value would be equal to or greater than:
  - i. Five percent of the total Contract Price, but at least \$15,000; or
  - ii. \$350,000, regardless of the percentage of the total Contract Price.
- b. **Bid Closing, Disclosure Deadline and Bid Opening.** For each ITB to which this rule applies, the District will:
  - i. Set the Bid Closing on a Tuesday, Wednesday or Thursday, and at a time between 2 p.m. and 5 p.m.;
  - ii. Open Bids publicly immediately after the Bid Closing; and
  - iii. Consider for Contract Award only those Bids for which the required disclosure has been submitted by the announced deadline on the form prescribed by the District.
- c. **Submission.** A Bidder must submit the disclosure form required by this rule either in its Bid submission, or within two working hours after Bid Closing in the manner specified by this Solicitation.
- d. **Responsiveness.** Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids that are submitted by Bid Closing, but for which the

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disclosure submittal has not been made by the specified deadline, are not Responsive and will not be considered for Contract Award.

- e. **District Role.** The District will obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. The District will also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The District is not required to determine the accuracy or completeness of the information provided on disclosure forms.
- f. **Substitution.** Substitution of affected first-tier subcontractors must be made only in accordance with ORS 279C.585. The District will accept Written submissions filed under that statute as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the District does not have a statutory role or duty to review, approve or resolve disputes concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

**14. BID EVALUATION CRITERIA**

- a. **General.** A Public Improvement Contract, if awarded, will be awarded to the Responsible Bidder submitting the lowest Responsive Bid.
- b. **Bid Evaluation Criteria.** Invitations to Bid may solicit lump-sum Bids, unit-price Bids, or a combination of the two.
  - i. **Lump Sum.** If the ITB requires a lump-sum Bid, without additive or deductive alternates, or if the District elects not to award additive or deductive alternates, Bids will be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price will be calculated by adding to or deducting from the base Bid those alternates selected by the District, for the purpose of comparing Bids.
  - ii. **Unit Price.** If the Bid includes unit pricing for estimated quantities, the total Bid price will be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder, and adjusting for any additive or deductive alternates selected by the District, for the purpose of comparing Bids. The District will specify within the Solicitation the estimated quantity of the Procurement to be used for determination of the low Bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price will govern. See OAR 137-049-0350(2)(b).
- c. The District may reject any Bid not in compliance with all prescribed Public Contracting procedures and requirements, and may reject for good cause all Bids upon the District's finding that it is in the public interest to do so.

**15. BID EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY**

- a. **General.** If Awarded, the District will Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract. See ORS 279C.375 (3)(a). The District may award by item, groups of items or the entire Bid provided such Award is consistent with the Solicitation and in the public interest.
- b. **Determination of Responsibility.** Bidders are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the District must have information that indicates that the Bidder meets the standards of responsibility set forth in ORS 279.375(3)(b). To be a Responsible Bidder, the District will determine that the Bidder:
  - i. Has available the appropriate financial, material, equipment, facility and Personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;

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- ii. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize a Bidder's record of contract performance if the Bidder is or recently has been materially deficient in contract performance. In reviewing the Bidders performance, the District should determine whether the Bidders deficient performance was expressly excused under the terms of Contract, or whether the Bidder took appropriate corrective action. The District may review the Bidders performance on both private and Public Contracts in determining the Bidders record of contract performance.
  - iii. Has a satisfactory record of integrity. A Bidder may lack integrity if the District determines the Bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to the District. The District may find a Bidder not Responsible based on the lack of integrity of any Person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidders performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-49-0370 may be used to determine Bidder's integrity. The District may find a Bidder non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract;
  - iv. Is qualified legally to contract with the District; and
  - v. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the District concerning responsibility, the District will base the determination of responsibility on any available information, or may find the Bidder not Responsible.
- c. **District Evaluation.** The District will evaluate a Bid only as set forth in the Solicitation and in accordance with applicable law. The District will not evaluate a Bid using any other requirement or criterion.
- d. **Bidder Submissions.**
- i. The District may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to award:
    - A. Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or workmanship;
    - B. Examination of such elements as appearance or finish; or
    - C. Other examinations to determine whether the product conforms to Specifications.
  - ii. The District will evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation to determine that a product is acceptable. The District will reject a Bid providing any product that does not meet the Solicitation requirements. The District's rejection of a Bid because it offers non-conforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- e. **Evaluation of Bids.** The District will use only objective criteria to evaluate Bids as set forth in the Solicitation. The District will evaluate Bids to determine which Responsible Bidder submitted the lowest Responsive Bid.
- i. **Nonresident Bidders.** In determining the lowest Responsive Bid, the District will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.
  - ii. **Clarifications.** In evaluating Bids, the District may seek information from a Bidder only to clarify the Bidder's Bid. Such clarification must not vary, contradict or supplement the Bid. A Bidder must submit Written and Signed clarifications and such clarifications will become part of the Bidder's Bid.

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- iii. **Negotiation Prohibited.** The District will not negotiate scope of Work or other terms or conditions under an Invitation to Bid process prior to award.

**16. NOTICE OF INTENT TO AWARD**

- a. **Notice.** At least seven (7) days before the Award of a Public Improvement Contract, the District will issue a Notice of the District's intent to Award the Contract.
- b. **Form and Manner of Posting.** The form and manner of posting notice will conform to customary practices within the District's procurement system and may be made electronically.
- c. **Finalizing Award.** The District's Award will not be final until the later of the following:
  - i. Seven (7) Days after the date of the notice, unless the Solicitation provided a different period for protest; or
  - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- d. **Prior Notice Impractical.** Posting of notice of intent to award will not be required when the District determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

**17. DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS**

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

**18. NEGOTIATION WITH BIDDERS PROHIBITED**

Except as permitted by ORS 279C.340 and OAR 137-49-0430 when all Bids exceed the cost estimate, the District will not negotiate with any Bidder prior to Contract Award. After Award of the Contract, the District and Contractor may modify the resulting Contract only by change order or Amendment to the Contract in accordance with OAR 137-49-0910.

**19. NEGOTIATION WHEN BIDS EXCEED COST ESTIMATE**

- a. **Generally.** In accordance with ORS 279C.340, if all Responsive Bids from Responsible Bidders on a competitively Bid Project exceed the District's Cost Estimate, prior to Contract Award the District may negotiate Value Engineering and Other Options with the Responsible Bidder submitting the lowest, Responsive Bid in an attempt to bring the Project within the District's Cost Estimate.
- b. **Rejection of Bids.** In determining whether all Responsive Bids from Responsible Bidders exceed the Cost Estimate, only those Bids that have been formally rejected, or Bids from Bidders who have been formally disqualified by the District, will be excluded from consideration.
- c. **Scope of Negotiations.** The District will not proceed with Contract Award if the scope of the Project is significantly changed from the original Bid. The scope is considered to have been significantly changed if the pool of competition would likely have been affected by the change.
- d. **Discontinuing Negotiations.** The District may discontinue negotiations at any time and will do so if it appears to the District that the apparent low Bidder is not negotiating in good faith or fails to share cost

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and pricing information upon request. Failure to rebid any portion of the project, or to obtain subcontractor pricing information upon request, will be considered a lack of good faith.

- e. **Limitation.** Negotiations may be undertaken only with the lowest Responsive, Responsible Bidder pursuant to ORS 279C.340. That statute does not provide any additional authority to further negotiate with Bidders next in line for Contract Award.

## 20. REJECTION OF BIDS

### a. Rejection of a Bid.

- i. The District may reject any Bid upon finding that to accept the Bid may impair the integrity of the Procurement process or that rejecting the Bid is in the public interest.
- ii. The District will reject a Bid upon the District's finding that the Bid:
  - A. Is contingent on the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation;
  - B. Takes exception to terms and conditions (including Specifications);
  - C. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
  - D. Offers Work that fails to meet the Specifications of the Solicitation;
  - E. Is late;
  - F. Is not in substantial compliance with the Solicitation;
  - G. Is not in substantial compliance with all prescribed public Solicitation procedures.
- iii. The District will reject a Bid upon the District's finding that the Bidder:
  - A. Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;
  - B. Has been Disqualified;
  - C. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
  - D. Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
  - E. Has not met the requirements of ORS 279A.105 if required by the Solicitation;
  - F. Has not submitted properly executed Bid or Proposal security as required by the Solicitation;
  - G. Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
  - H. Is not Responsible. See OAR 137-049-0390(2) regarding District determination that the Bidder has met statutory standards of responsibility.
- b. **Form of Business.** The District may investigate any Person submitting a Bid. The investigation may include that Person's officers, Directors, Owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049-0370.
- c. **Certification of Non-Discrimination.** The Bidder must certify and deliver to the District as part of their Bid, written certification (see attached Bidder Certification) that the Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so will be grounds for disqualification.
- d. **Rejection of all Bids.** The District may reject all Bids for good cause upon the District's Written finding it is in the public interest to do so. The District will notify all Bidders of the rejection of all Bids, along with the good cause justification and finding.
- e. **Criteria for Rejection of All Bids.** The District may reject all Bids upon a Written finding that:

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- i. The content of or an error in the Solicitation, or the Solicitation process unnecessarily restricted competition for the Contract;
- ii. The price, quality or performance presented by the Bidders is too costly or of insufficient quality to justify acceptance of the Bids;
- 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 Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation;
- v. The District cancels the Solicitation in accordance with OAR 137-049-0270; or
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

**21. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD**

- a. **Purpose.** An adversely affected or aggrieved Bidder must exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract Award decision.
- b. **Notice of Intent to Award.** Unless otherwise provided in the Solicitation, the District will provide written notice to all Bidders of the District's intent to award the Contract. The District's Award will not be final until the later of the following:
  - i. Seven (7) days after the date of the notice, unless the Solicitation provided a different period for protest; or
  - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- c. **Right to Protest Award.**
  - i. An adversely affected or aggrieved Bidder may submit to the District a Written protest of the District's intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
  - ii. The Bidders protest must be in Writing and must specify the grounds upon which the protest is based.
  - iii. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid and is next in line for Award, i.e., the protesting Bidder must claim and state specific reasons why all lower Bidders are ineligible for Award:
    - A. Because their Bids were non-responsive; or
    - B. The District committed a substantial violation of a provision in the Solicitation or of an applicable Procurement statute or administrative rule, and the protesting Bidder was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Responsive Bid.
  - iv. The District will not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation.
- d. **Authority to Resolve Protests.** The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule.
- e. **Decision.** If a protest is not settled, the Superintendent, or designee, will promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.
- f. **Award.** The successful Bidder must promptly execute the Contract after the Award is final. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

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**22. BID COSTS:** The District is not liable for any costs incurred by the Bidder in its Bid preparation.

**23. CONTRACT:**

The successful Bidder, selected by the District, will receive a modified AIA A101 Owner Contractor Agreement with modified AIA A201 General Conditions. A Sample Contract is enclosed herein (see Attachments). The provisions of the sample AIA A101 Owner Contractor Agreement and AIA A201 General Conditions are in addition to the requirements set forth in this Solicitation.

- d. Bidders are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- e. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract.
- f. Personnel substitution – if the contractor must substitute personnel included in the original bid they must obtain written District approval of substituted personnel, prior to substitution.

SECTION IV – INSTRUCTIONS TO BIDDERS:  
PUBLIC WORKS  
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**1. PUBLIC WORKS REQUIREMENTS**

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

**2. REGISTRATION REQUIREMENTS**

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

**3. BOLI/PWR REQUIREMENTS**

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

- a. The Contractor is required to pay workers not less than prevailing wage rates for the Region #2 through the contract period.
- b. If the Contractor fails to pay for labor and services the District can pay and will withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839-025-0020(2)(b).
- d. 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 April 5, 2023. They may be found at the following website: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx), and are incorporated herein by this reference.

**4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS**

**a. Performance and Payment Bonds.**

- i. Pursuant to ORS 279C.380, the Contractor must furnish bonds covering the faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by the District. The cost of the Bonds must be included in the Contract Sum. The amount of each Bond must be equal to 100 percent of the Contract Sum. Performance and Payment Bonds must be the AIA A312 or as approved by the District.
- ii. Bonds must be effective from the Contract date through the Final Completion of the Contract.
- iii. Failure to adhere to these requirements may be grounds for rejection of the Bid.



SECTION IV – INSTRUCTIONS TO BIDDERS:  
PUBLIC WORKS  
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**b. Public Works Bond.**

- i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this solicitation.
  - ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
  - iii. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the District if an exemption applies to the Contractor.
  - iv. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon
- c. **Time for Submission.** The apparent successful Bidder must promptly furnish the required performance security upon the District's request. If the Bidder fails to furnish the security as requested, the District may reject the Bid and award the Contract to the Responsible Bidder with the next lowest Responsive Bid, and, at the District's discretion, the Bidder must forfeit its Bid Bond.

**5. SUBSTITUTE CONTRACTOR**

If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and will not be subject to the competitive procurement provisions of ORS Chapter 279C.

**6. FOREIGN CONTRACTOR**

If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor must promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District will satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

**7. CERTIFIED PAYROLL WITHHOLDING**

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

**8. DRUG TESTING REQUIREMENT**

ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Bidders are therefore required to certify that they have an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a

SECTION IV – INSTRUCTIONS TO BIDDERS:  
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program will constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

**9. OTHER TERMS AND CONDITIONS:**

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

- a. Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the District; and Pay to the Department of Revenue all sums withheld from employees. (ORS 279C.505(1));
- b. Demonstrate that an employee drug testing program is in place. (ORS 279C.505(2));
- c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective;
- d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- e. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the contractor or a subcontractor, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor, as set forth in ORS 279C.515(1);
- f. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- g. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- h. Abide by maximum hours of labor and overtime, as set forth in ORS 279C.520(1);
- i. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- j. Abide by environmental and natural resources regulations (ORS 279C.525);
- k. Make required payments for medical care and certain services related to sickness and injury to employees, as set forth in ORS 279C.530(1);
- l. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- m. Abide by maximum hours, holidays and overtime (ORS 279C.540);
- n. Abide by time limitation on claims for overtime (ORS 279C.545);
- o. Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p. File required BOLI Public Works bond(s) including subcontractors, as set forth in ORS 279C.830(2);
- q. Follow Retainage rules (ORS 279C.550 to 279C.570);
- r. Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s. Maintain relations with subcontractors (ORS 279C.580);
- t. Make notice of claim (ORS 279C.605);
- u. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385; and
- v. Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors

SECTION IV – INSTRUCTIONS TO BIDDERS:  
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Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.

- w. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor must not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior Written consent. Unless otherwise agreed by the District in Writing, such consent will not relieve the Contractor of any obligations under the Contract. Any assignee or transferee will be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, must remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in Writing.
- x. In accordance with OAR 333-01901030, all persons engaged to provide goods and/or services at a school or school-based program which takes place at or in school facilities **and who has direct/indirect contact with students**, must be vaccinated against COVID-19 or have a documented medical or religious exception. Unvaccinated persons, regardless of exception status, may not perform work which takes place at or in school facilities if they may have direct/indirect contact with students.

SECTION V – ATTACHMENTS  
Solicitation No. ITB 22-0032

**1. BID PREPARATION:**

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

**2. FORMS**

- a. The attached forms are to be included in Bid.
- b. Copies of the included forms (See Attached Bid Submission Checklist) are to be completed and submitted by the Bidder along with other required documents as required by the Instructions to Bidders.
- c. **References.** If the Bidder has performed any project or work with the District in the last ten (10) years, one of the references must be from the Bidder's most recent contract with the District.

**3. FORM OF AGREEMENT**

The form of construction agreement to be used between the District and the General Contractor for the Project is the AIA Document A101-2017 and AIA Document A201-2017 as issued by the Beaverton School District. Any references and/or requirements of the General Contractor to the District must apply to sub-contractors' requirements to the District and General Contractor. A sample Copy of the AIA Document A101-2017 and AIA Document A201-2017 as issued by Beaverton School District are included herein.

## BID SUBMISSION CHECKLIST

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

### \_\_\_\_ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following affidavit, certifications and forms must be completed **and signed** by the person authorized to represent the Bidder regarding all matters related to the Bid and authorized to bind the Bidder to the agreement. Failure to submit any of the required, completed, **and signed** affidavits/certifications/forms may be grounds to declare the Bid nonresponsive.

- \_\_\_\_ BIDDER CERTIFICATION - This serves as the cover sheet for your Bid. (Attachment A)
- \_\_\_\_ BID SCHEDULE. (Attachment B)
- \_\_\_\_ BID SECURITY (Bid Bond). (Attachment C)
- \_\_\_\_ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment D)
- \_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment E)
- \_\_\_\_ BIDDER RESPONSIBILITY FORM – All Pages. (Attachment F)
- \_\_\_\_ BIDDER REFERENCE FORMS – Include the # specified on the form. See SECTION V Paragraph 2. (Attachment G)
- \_\_\_\_ FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (Attachment H)

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The Bidder is **encouraged** to use the following attachment to identify their Bid. It is provided for the Bidder's convenience and is **NOT** required.

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The following attachment(s) are **NOT** to be returned with the Bid. Bidders must review the content of these attachment(s).

ATTACHMENT I Sample AIA A101 Contract and AIA A201 General Conditions

ATTACHMENT J Drawings

ATTACHMENT K Specifications

ATTACHMENT L Structural Calculations

ATTACHMENT M During Solicitation Substitution Request Form

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

**BIDDER CERTIFICATION**

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
(Please type or print)

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Firm/Company Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

1. The Bidder certifies that he or she has read and understands the Drawings, Specifications, Addenda, Contract and all other documents pertaining to this Project.
2. The Bidder, having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, agrees to provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid documents will be provided and within the time specified.
3. The Bidder acknowledges that the Project Milestones in Section II – STATEMENT OF WORK includes certain specific dates. These dates must be adhered to unless modified by mutual agreement between Contractor and the Owner. All dates indicate 5:00 PM Pacific Time.

The Bidder agrees to complete the work within the number of calendar days as stipulated in the Contract and to meet the Milestones and Specific Dates set forth above and acknowledges that his/her failure to achieve Completion by these stipulated dates, or by any Owner authorized extension thereto, subjects the Bidder to liquidated damages for failure to perform, as further defined in the Contracts.

4. The Bidder agrees to execute the formal Contract within five (5) days from date of Notice of Acceptance of this Bid. In the event the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the Bid security will be forfeited.
5. The Bidder acknowledges that he or she that signs this Bid is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

SECTION V – ATTACHMENTS  
 ATTACHMENT A  
 Solicitation No. ITB 22-0032

6. The Bidder certifies that Bidder has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Bid.
7. The Bidder is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, or licensed under ORS 468A.720 (Air Quality), if required.  
 License Number \_\_\_\_\_. (The District will not receive or consider a Bid for a Public Improvement unless the Bidder is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).
8. The Bidder, pursuant to ORS 279A.120 (1), (check one) is \_\_\_\_\_/is not \_\_\_\_\_ a resident Bidder. If not, indicate State of residency \_\_\_\_\_.
9. The Bidder certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor's Board.
10. The Bidder agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
11. The Bidder certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
12. The Bidder agrees to comply with Oregon tax laws in accordance with ORS 305.385.
13. Any Bid of a contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.
14. The Bidder acknowledges receipt of the following Addenda: (List by number and date appearing on Addendum.)

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

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

**BID SCHEDULE**

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(Contractor)

TOTAL BASE BID: including the Work as defined in the Project Manual, Drawings and Addenda (if any),  
the TOTAL SUM OF:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

- Alternate #1: For Bid Evaluation Purposes

MAINTENANCE PLATFORM, BASIS OF DESIGN INDUSTRIAL CROSSOVER PLATFORMS - SEE A 1.4 [MB, KCL]

This applies to RTU-5, RTU-7, and RTU-10. Per the structural calculations, these rooftop units cannot have full length / size catwalks like the rest of the units. Contractor should propose an alternate platform with minimal size and weight impact. To be reviewed by Structural Engineer upon submission.

DOLLARS (\$\_\_\_\_\_)

- Unit Prices: For Bid Evaluation Purposes

A. Item: FIRE/SMOKE DAMPERS; Section 23 33 00. [MB, KCL] Estimated quantity of 52. Note that this is unit pricing only. Contractor must field verify if equipment needs to be replaced on a case-by-case basis. \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

B. Item: HEATING COIL FLEXIBLE HOSE CONNECTIONS ; Section 23 21 13. [MB, KCL] Estimated quantity of 182. Note that this is unit pricing only. Contractor must field verify if equipment needs to be replaced on a case by case basis. \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

C. Item: CONTROL VALVES; Section 23 09 13. [MB, KCL] Estimated quantity of 182. Note that this is unit pricing only. Contractor must field verify if equipment needs to be replaced on a case-by-case basis. \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**NOTE: Contractor will be required to develop a schedule of values for payment and accounting purposes prior to the initial request for payment in a form acceptable to the District.**



**BID BOND**

\_\_\_\_\_  
(Contractor)

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

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

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

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

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_.

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

(Seal)

\_\_\_\_\_  
(Title)

**AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS**

\_\_\_\_\_  
(Bidder)

I state that:

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

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



\_\_\_\_\_  
(Affiant's Signature)

STATE OF OREGON

County of \_\_\_\_\_

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

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## 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."**

 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_  
(Please type or print)

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

 Signature: \_\_\_\_\_Name: \_\_\_\_\_  
(Please type or print)Title: \_\_\_\_\_  
(Please type or print)Firm/Company: \_\_\_\_\_  
(Please type or print)

CCB#: \_\_\_\_\_

**Instructions**

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

SECTION V – ATTACHMENTS  
 ATTACHMENT F  
 Solicitation No. ITB 22-0032

**CURRENT CONTRACTS IN FORCE**

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

**LARGEST SIMILAR JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS AS THE PRIME CONTRACTOR**

ITEM	CONTRACT 1	CONTRACT 2
A. Work Location		
B. Scope of Work;		
Check box:	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction
C. Contract Amount	\$	\$
D. Change Order Amount	\$	\$
E. % Completed	%	%
F. Completion Date		
G. Owner's Name		
H. Owner Contact		
I. Telephone	( )	( )
J. E-Mail Address		

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

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

**RELIABILITY**

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

If “yes”, explain.

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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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**FINANCIAL RESOURCES**

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

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

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

If “yes,” explain.

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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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### KEY PERSONNEL

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

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

List the individuals who will be in the following roles if your company is awarded this Contract:

ITEM	Contractor's Representative	Project Manger	Project Superintendent
A. Name			
B. Position			
C. Years in Position	N/A		
D. Largest Project Supervised	N/A	\$	\$
E. Largest number of employees ever supervised	N/A		

## BIDDER REFERENCE FORM

**BIDDER REFERENCE FORM FOR** \_\_\_\_\_  
(Insert Name of Bidder)

***Bidder 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.

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(Contractor)

<b>PROJECT NAME:</b>	Southridge High School HVAC Upgrades
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<b>BID #:</b>	22-0032	<b>BID CLOSING DATE:</b>	June 27, 2023	<b>BID CLOSING TIME:</b>	2:00 PM Pacific Time
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<b>DISCLOSURE DEADLINE:</b>	<b>DISCLOSURE DUE DATE:</b>	June 27, 2023	<b>DISCLOSURE DUE TIME:</b>	4:00 PM Pacific Time
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**Bidders must submit this First-Tier Subcontractor Disclosure Form \*EITHER\* with the emailed Bid submission \*OR\* in a separate email no later than the Disclosure Deadline indicated above.**

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR'S NAME	CATEGORY OF WORK	DOLLAR VALUE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The above listed first-tier subcontractor(s) are furnishing labor or labor and materials with a Dollar Value greater than or equal to:

- a) 5% of the total project Bid, but at least \$15,000 (including all alternates); or
- b) \$350,000 regardless of the percentage of the total project Bid.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD!**

Contractor Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Deliver Form To:	contracts@beaverton.k12.or.us	
Person Designated to Receive Form:	Any Purchasing Staff	
Agency's Address:	16550 SW Merlo Road, Beaverton OR 97003	
<b>THIS DOCUMENT <u>MUST NOT</u> BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.</b>		

**THE DISTRICT MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).**