BEAVERTON SCHOOL DISTRICT

PUBLIC IMPROVEMENT PROJECT

INVITATION TO BID

Solicitation No: 22-0025

Sunset High School Track Renovation

ITB Closing (Due Date & Time):
February 28, 2023 at 2:00 PM Pacific Time

Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
January 27, 2023

PUBLIC IMPROVEMENT
INVITATION TO BID

Solicitation No: ITB 22-0025

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

A NON-MANDATORY pre-Bid conference will be held on February 2, 2023 at 10:00AM at Sunset High School, 13840 NW Cornell Road, Portland, OR 97229- Parking lot nearest to the track adjacent to Science Park Drive.

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

SOLICITATION CLOSING: February 28, 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 no later than the Disclosure Deadline:

DISCLOSURE DEADLINE: February 28, 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 by email to:
contracts@beaverton.k12.or.us

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

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 renovate the track and field areas at Sunset High School located at 13840 NW Cornell Road, Portland, OR 97229. The work is described in more detail in the Statement of Work and in the Exhibits to this ITB (e.g., Drawings, Specifications, etc.).

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 with AIA A201 General Conditions. 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.

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. 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.

10. DISTRICT REPRESENTATIVE:
The District Representative for the project is Stephen Yamasaki, 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.

Solicitation Milestone	Date
Non-Mandatory Pre-Bid conference	February 2, 2023 -10:00 AM PDT
Deadline for submitting requests for clarification, change, substitution, or solicitation protest	February 15, 2023-4:00 PM PDT
Bids Due (Closing):	February 28, 2023 -2:00PM PDT
Anticipated Notice of Intent to Award (NOI)	on or about February 28, 2023
Anticipated Executed Contract	on or about March 14, 2023

12. CONTACT DURING SOLICITATION:
Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated in the Solicitation Summary. Bidders may also contact Purchasing Staff with questions, but nothing in the solicitation is changed unless the change is made in a written addendum. No other contact regarding this Solicitation, including with the design team or District Representative, is permitted during the solicitation process (prior to executed contract). 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, but nothing in the solicitation is changed unless the change is made in a written addendum.

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

14. COMMERCIAL ACTIVITIES TAX:
The Beaverton School District is a governmental entity and thus specifically excluded from being a subject taxpayer per the rules. This exemption is currently under review by the Oregon Department of Revenue. Please separate all claimed CAT money believed to be chargeable to the District as individual lines on any

invoice. The District will not pay CAT money in the normal course of payments made unless/until the DOR provides guidance indicating school district projects are subject to the Corporate Activities Tax.

SECTION II STATEMENT OF WORK
Solicitation No: ITB 22-0025

1. PURPOSE AND INTRODUCTION

This solicitation is to establish a Contract with the selected General Contractor to furnish all labor, materials, equipment, transportation and other services as necessary and / or required to execute all the work as shown in the attached documents on behalf of the Beaverton School District.

The goal is to reconstruct the existing track area at Sunset High School, remove the existing trees along the track, and relocate the throwing events to the north of the track. This project will include selective demolition, asphalt pavement, new rubberized surface, installation of new curbing, and new track markings. The Project is described in summary terms below and in the attached documents.

2. BACKGROUND AND SCHOOL DESCRIPTION

This project is going to take place at the Southwest corner of Sunset High School. Sunset High School was first open to students in 1958 with several improvements over time. The school is currently comprised of 262,774 square feet of building space. The school is located at 13840 NW Cornell Road, Portland, OR 97229.

3. OPERATIONAL ATTRIBUTES

The District requires the project to be completed over the duration of summer break with an early start beginning May 30, 2023 through September 23, 2023. See project milestones below for further information. Coordination with District and site staff during summer activities will be required.

4. GENERAL SCOPE OF WORK

Please refer to attached plans and specifications. It is intended that the Contractor provides a complete project and coordinates work with the District and all applicable agencies having authority.
The District intends to move forward with the following scope:

SECTION II STATEMENT OF WORK
Solicitation No: ITB 22-0025

a. Contractor shall provide all labor, materials, equipment, transportation, and other facilities and services as necessary and/or required to execute all Work.

b. The grading permit application has been submitted. The selected contractor will be responsible for paying for the permit and obtaining the from the City of Beaverton. This costs shall be submitted to the district as a pass-through reimbursable cost.

c. All necessary private and public locates and/or potholing shall be required to be done by the contractor and the responsibility of the contractor to maintain.

d. Verification of elevations, surveying and/or layout is the responsibility of the contractor.

e. Keep all new and existing catch basins free of debris.

f. All disturbed surfaces must be restored to their original or better condition.

g. Provide and maintain dust control as required to protect the rest of the school and adjacent properties from construction debris.

h. All traffic control shall be the responsibility of the contractor and comply with all governing jurisdictional requirements.

i. The selected contractor will need to submit a Certificate of Insurance and a traffic control plan for approval by Washington County in order for the access permit to be issued. All traffic control shall be the responsibility of the contractor and comply with all governing jurisdictional requirements.

j. Chain link security fencing must be installed for securing the work area, staging area, and equipment for the duration of the project. School grounds are used by the public during non-school hours and must be secured for safety.

k. The Beaverton School District's refuse/recycling containers may not be used for disposal of any materials. It is the contractor's responsibility to legally remove and dispose of materials off-site.

l. A schedule will need to be submitted and committed to for us to coordinate with testing firm, maintenance, community programs, and school programs.

m. Work hours shall comply with governing ordinances.

n. All personnel on site must pass a current background check in compliance with BSD standards and badged at all times.

o. Work includes protection of neighboring finishes and replacement/repair of any damaged surfaces including but not limited to flatwork, curbing, landscaping, etc.

p. All work areas shall be cleaned of any construction debris on a daily basis. General Contractor is responsible for material removal and disposal. Upon completion of the project, the General Contractor is to provide final cleaning of all work installed, replaced, disturbed, or repaired.

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.

Project Milestones	Completion
Begin Services (on or about)	Upon Contract Execution
Construction Start	May 30, 2023
Substantial Completion	August 17, 2023
Final Completion	September 29, 2023

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 these 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. I 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, prior to the Deadline for Questions/Change Requests/Solicitation Protests.

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:
   i. A protest was received that overturns the award of this Contract, or
   ii. Funding for the project becomes unavailable.
   iii. The District believes it is in the public's best interest to do so.

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 required Substantial Completion date, the Contractor shall pay to the Owner liquidated damages in the amount of **$500.00** for each and every calendar day of delay in achieving Substantial Completion.

11. 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.

12. NO WAIVER OF CONDITIONS:

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

13. 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:
SOLICITATION RULES
Solicitation No. ITB 22-0025

1. 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.

2. 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.

3. 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, and has signed the meeting sign-in document.

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 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. 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. (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 it 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. (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 by the stated deadline.

ii. **Content of Protest.**

A. A Bidder's Written protest must include:

(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 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.

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 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 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 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.

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. CONFIDENTIALITY OF PROPOSALS

a. **REDACTION FOR PUBLIC RECORDS:** Any portion of a Proposal that the Proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their Proposal and all attachments if redactions are being requested.** "Redaction" means the careful editing of a document to obscure confidential references but leaves the formatting complete and intact; **The redacted copy must be a complete copy of the submitted Proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

b. When preparing a redaction of your Proposal submission, a Proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the Proposal submission (summary is not included in page limitations). **If a Proposer fails to submit a redacted copy of their Proposal as required, the District may release the Proposer's original Proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the District's sole discretion, such a Proposal may be rejected as non-responsive.

c. Unless expressly provided otherwise in this RFP or in a separate written communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law. The District agrees not to disclose Proposals until the District has completed its evaluation of all Proposals and publicly announces the results.

12. 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.

13. 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 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.

14. 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 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.

15. 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.

16. 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;

   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.
   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.

17. 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.

18. 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.

19. 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.

20. 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 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.

21. 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:
    1. Is contingent on the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation;
    2. Takes exception to terms and conditions (including Specifications);
    3. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
    4. Offers Work that fails to meet the Specifications of the Solicitation;
    5. Is late;
    6. Is not in substantial compliance with the Solicitation;
    7. 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:
    1. Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;
    2. Has been Disqualified;
    3. 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;
    4. Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
    5. Has not met the requirements of ORS 279A.105 if required by the Solicitation;

6. Has not submitted properly executed Bid or Proposal security as required by the Solicitation;
7. Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
8. 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:
   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.

22. 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:
   1. Because their Bids were non-responsive; or
   2. 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.

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

24. 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
Solicitation No. ITB 22-0025

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 January 1, 2023. They may be found at the following website: 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 Contact 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.

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

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

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 facilitates **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.

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)
___ AFFADAVIT 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)

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

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 (separate file in ORPIN)

ATTACHMENT J Drawings

ATTACHMENT K Specifications

ATTACHMENT L During Solicitation Substitution Request Form

ATTACHMENT M Covid Attestation Form

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

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No. ITB 22-0025

BIDDER CERTIFICATION

Respectfully submitted this _____ day of_____, 20____

Sign

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.

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

_____
(Contractor)

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

_____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. If any information submitted on this form is contradictory, words prevail over numbers.

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No. ITB 22-0025

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)

BEAVERTON SCHOOL DISTRICT

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No. ITB 22-0025

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.**

CURRENT CONTRACTS IN FORCE

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

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:	☐ New Construction ☐ Re-Construction	☐ New Construction ☐ Re-Construction
C. Contract Amount	$	$
D. Change Order Amount	$	$
E. % Completed	%	%
F. Completion Date		
G. Owner's Name		
H. Owner Contact		
I. Telephone	( )	( )
J. 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 *(If Yes, please provide detailed information in Remarks)* ☐YES ☐ NO	DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS *(If Yes, please provide detailed information in Remarks)* ☐ YES ☐ NO

RELIABILITY

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

If "yes", explain.

_____

_____

_____

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

If "yes," explain.

_____

_____

_____

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

If "yes," explain.

_____

_____

_____

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

If "yes," explain.

_____

_____

_____

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

If "yes," explain.

_____

_____

_____

BEAVERTON SCHOOL DISTRICT

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No. ITB 22-0025

FINANCIAL RESOURCES

Indicate the Contractors total bonding capacity amount: $_____.

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

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

If "yes," explain.

_____

_____

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

If "yes," explain.

_____

_____

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

If "yes," explain.

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

_____

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

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

_____

_____

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

If "yes," explain.

_____

_____

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 three (3) 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)

PROJECT NAME:	Sunset High School Track Renovation

BID #:	22-0025	**BID CLOSING DATE:**	February 28, 2023	**BID CLOSING TIME:**	2:00 PM Pacific Time

DISCLOSURE DEADLINE:	**DISCLOSURE DUE DATE:**	February 28, 2023	**DISCLOSURE DUE TIME:**	4:00 PM Pacific Time

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**	
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.		

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).