



REQUEST FOR PROPOSALS

Solicitation No: RFP 21-0027

For the Provision of a Master Contract for:

Asbestos Abatement and Mold Remediation Services.

RFP Closing (Due Date & Time):

April 26, 2022 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton, Oregon 97003

March 21, 2022

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 21-0027

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Asbestos Abatement and Mold Remediation for the Beaverton School District through Master Contract(s) coming forward from this solicitation.

There will not be a pre-proposal conference for this solicitation.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Larry Pelatt, Purchasing Manager, or designee, at contracts@beaverton.k12.or.us **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):

April 26, 2022 at 2:00 PM Pacific Time

No public opening will occur. Proposals will be opened and recorded but the contents will not be read aloud. The number of Proposals received and the identity of Proposers will be made available as soon as reasonably possible following their receipt. The contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

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

Prospective Proposers must register with Oregon Buys – <http://oregonbuys.gov/> to obtain the solicitation documents.

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

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

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

SECTION I – INTRODUCTION
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1. INTRODUCTION:

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

2. DEFINITIONS:

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

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

4. BACKGROUND:

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,100 employees. The District is responsible for educating approximately 39,500 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (9) Middle Schools, six (6) High Schools, five (5) Alternative Schools, and nineteen (19) Option Programs.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

5. SCOPE OF WORK:

The District is seeking to establish Master Contract(s) with one or more qualified Contractors for the provision of Asbestos Abatement and Mold Remediation Services on an as needed basis throughout all District facilities.

6. CONTRACT:

The successful Proposer(s), selected by the District, will receive a Master Trade Services Contract. Individual Project Work Authorizations (PWAs) will be issued by the District as needed. A sample of each is enclosed herein (See Attachments).

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

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7. **AMENDMENTS:**

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

8. **CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer(s) will be issued a Contract effective upon full execution, through June 30, 2023.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of five (5) additional one-year terms. In no event will the contract be extended beyond June 30, 2028.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2023 and through June 30 of each contract period, if/when extended.

9. **CONTRACT ADMINISTRATOR:**

The Contract Administrator for this Master Contract will be the Purchasing Manager, or designee.

10. **DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Project Coordinator Supervisor for Maintenance, or designee.

11. **SOLICITATION SCHEDULE:**

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Completion Date</u>
Deadline for Questions	April 15, 2022
Issue Last Addenda, if Required	April 21, 2022
Submit Proposals	April 26, 2022

12. **CONTACT DURING SOLICITATION:**

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

SECTION III – INSTRUCTIONS TO PROPOSERS
Solicitation No: RFP 21-0027
Asbestos Abatement and Mold Remediation Services

1. PURPOSE AND INTRODUCTION:

The District requires asbestos abatement and mold remediation work to be performed on an as needed basis throughout the District's facilities. It is the District's intent to award one or more Master Contracts for this work.

2. GENERAL REQUIREMENTS.

The District is seeking the services of Contractors(s) (preferably with BSD or other school district experience), resulting in a roster of qualified Mold Remediation and Asbestos Abatement Contractors to perform individual work projects on an as needed basis. Projects to include all phases of possible work repairing and/or removing both friable and non-friable asbestos containing building materials, and/or removing mold impacted materials, at all District facilities.

- a. These services include, but are not limited to:
 - i. Encapsulation of asbestos-containing materials
 - ii. Removal of asbestos floor tile and mastic
 - iii. Repair and/or removal of asbestos thermal system insulation
 - iv. Replacement of non-asbestos insulation on thermal system equipment
 - v. Repair and/or removal of asbestos ceiling tiles and mastic
 - vi. Removal of mold and/or water impacted materials
 - vii. Waste removal and proper disposal must be conducted in accordance with applicable federal, state and local regulatory guidelines
 - viii. Apply for and maintain an Annual Removal Notice for Non-Friable Asbestos Abatement Projects with the Oregon Department of Environmental Quality on behalf of the District
 - ix. Provide quarterly status reports to the District on all activities performed under the Annual Permit
- b. The Contractor must perform and complete assigned work including all demolition and construction services, supervision, administration services, coordination of all Subcontractors, tests, inspections, and other items that are necessary and appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the provision of the Work.
- c. As part of the Work, the Contractor must furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated into the Work including, but not limited to, materials, equipment, labor and subcontractors, transportation, construction equipment and machinery, tools, and other facilities and incidentals.
- d. Contactor must not have any public or private interest and must not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.
- e. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.
- f. The District provides no guarantee of work. Award of a contract does not prevent the District from obtaining the services of another Contractor for any other project if the District so desires and/or is in the public interest to do so.

3. CONTRACTOR QUALIFICATIONS.

Contractor must meet the following minimum qualifications:

- a. Must be capable of obtaining performance and payment bonds, if requested by the District.
- b. Must have a minimum of 5 years continuous business experience, at least three of which must be with school district(s).
- c. Must be able to respond to emergencies within 2 hours of notification, 7 days a week.
- d. Must have all appropriate Oregon State certifications for both field supervisors and field workers.

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4. PROJECT PROCEDURES.

- a. **Work:** Contractor must furnish all labor (including subcontractors), transportation, plant, tools, equipment, materials, daily complete removal of waste, proper disposal, and overhead necessary to execute and complete all assigned work
- b. **Quote:** A price quote will be requested from at least one of the Qualified Roster of Contractors for each individual project as projects occur. Project quotes for specific work will be based on a specific scope of work. The District's process to select a Contractor from the Roster is as follows:
 - A. The District Representative or District Abatement Consultant will provide a project scope of work to the Contractor(s). Sample quote sheet enclosed (See Attachments).
 - B. The Contractor must provide a price quote using the Request for Quote form provided by the District and the Contractor's current Price Schedule and/or current BOLI/PWR when applicable.
 - C. The project scope of work will not include sampling, testing or air monitoring other than OR/OSHA personal air monitoring and monitoring as part of small glove bag abatement. Samples for this type of monitoring must be read by a third party.
- c. **Timing/Rates**
 - A. The Contractor must be available to work on an on-call basis at any time including nights, weekends and holidays if needed, to mitigate potential inconvenience to building occupants or users.
 - B. No premium will be paid for work performed after regular business hours (8:00 AM – 5:00 PM PST). Except for work pursuant to 'hours of labor – ORS 279C.520'. The Contractor must adjust workers' schedules to accomplish the work around a particular site's schedule so that no premium time will be paid.
 - (i) For example, the Contractor must schedule workers to begin work on a project at a school when no students are present - starting at 3:30 PM PST and stopping work for the day at 11:00 PM PST.
- d. **Site Visit.** Prior to start of any project, contractor must visit the jobsite to verify all conditions.
- e. **Project Closeout.** The Contractor must submit a project close-out report containing, but not limited to, a project summary, project logs, a listing of project workers with copies of certifications, copies of waste manifests and other pertinent documentation to the District Representative.
- f. **Emergency Projects.** Where emergency response is required:
 - A. The maximum response time must not exceed two (2) hours from time of initial notification.
 - B. The Contractor must receive an authorization to proceed from the District.
 - C. The Contractor must submit a cost estimate within two (2) business days of the initial notification and must be based on the unit pricing contained in the contract.
- g. **Performance Bond.** The District reserves the right to require the Contractor to furnish a performance bond **and a payment bond** in a sum equal to 100% of the **Project contract price** prior to the start of the designated project.
 - A. This requirement will be discussed on an individual project basis
 - B. The cost of the bonds will be allowed to be included in the **project** quote.
- h. **Notice to Proceed.** The District Representative or designee will provide the selected Contractor a notice to proceed.
 - A. The notice will be: email, fax, phone, etc., depending on the project situation.
 - B. The Contractor will be issued a Project Work Authorization (see Attachments)

5. TRAVEL TIME & MILEAGE.

- a. All labor must be billed from the time Contractor's employee arrives at the job site to the time Contractor's employee departs from the job site.

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b. The District will not accept nor authorize payment for travel time or mileage expenses of service personnel to any of the District's sites, unless specifically stated and allowed in an individual PWA. Generally, the only billable time will be for service work performed.

6. RELEASE REPORTING.

Contractor must report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies.

- a. Reportable quantities are found in 40 CFR, Part 302, Table 302.4 for hazardous substances.
- b. Upon discovery, regardless of quantity, Contractor must report all releases to the District by telephone.
- c. A written follow-up report must be submitted within forty-eight (48) hours of the telephoned report.

Such written report must contain, as a minimum:

- i. Description of items released (identity, quantity, manifest no., and all other documentation required by law).
- ii. Whether amount of releases is EPA/DEQ reportable, and, if so, when it was reported.
- iii. Exact time and location of release, including a description of the area involved.
- iv. Containment procedures initiated.
- v. Summary of communications about the release Contractor has had with members of the press or State officials other than the District.
- vi. Description of cleanup procedures employed or to be employed at the site.
- vii. Personnel injuries, if any, resulting from, or aggravated by, the release.

7. ASBESTOS RELEASE RESPONSIBILITY.

Contractor will be held responsible for any and all releases of asbestos during performance of the Contract that occur as a result of, or are contributed to, actions of its agent, personnel, or subcontractors.

- a. Contractor agrees to promptly, thoroughly clean to satisfaction of the District and proper regulatory agencies in the manner that complies with applicable federal, state, and local laws and regulations. Cleanup must be at no cost to the District.
- b. Contractor will be liable for any and all costs, expenses, damages, claims, and causes of action, related to or arising out of an asbestos release, to the extent such release, was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents.

8. COST REDUCTION.

- a. Contractor must aid the District, with its expertise, to minimize costs and maximize the benefits of proposed services.
- b. The decision to follow the suggestion(s) will be at the sole discretion of the District.

9. ADDITIONAL REQUIREMENTS.

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subjected to a background check per District Standards. See sample Contract attached to this Solicitation.
- b. **BUSINESS EQUITY.** The Proposer 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 must expend reasonable efforts to reach this content in the total value of their contracts with the District.

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1. FORMAL SELECTION PROCEDURE:

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

2. PRE-PROPOSAL CONFERENCE:

- a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** The District may require attendance at the pre-Proposal conference as a condition for submission of a Proposal. A mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of an offering firm is present.
- c. **Notice.** The Summary page of this solicitation indicates the pre-Proposal conference scheduled date and time (if any), and whether the pre- Proposal conference is mandatory or non-mandatory.
- d. **Statements Not Binding.** Statements made by the District's representatives at the pre-Proposal conference do not change the Solicitation unless the District confirms such statements by Written Addendum.

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

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

4. ADDENDA:

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the Oregon Buys website. Addenda may be downloaded from the Oregon Buys website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the Oregon Buys website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137- 049-0260, by the close of the District's next business day after issuance of the Addendum, or up to the last

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day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The District shall consider only a Proposer's request for change or protest to the Addendum; the District shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Proposer submits the request for change or protest before the deadline for the District's receipt of request for change or protests noted in the Solicitation Schedule and as set forth in OAR 137-049-0260(2) and (3).

5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTEST:

- a. **Clarification.** Prior to the deadline for submitting a written request for change or protest, a Proposer may request that the District clarify any provision of the Solicitation. The District's clarification to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by Addendum.
- b. **Request for Change.**
 - i. **Delivery.** No later than the date and time specified in the Solicitation Schedule, Proposers may request in writing a change to the Specifications or Contract terms and conditions. A Proposer must deliver the Written request for change by email to contracts@beaverton.k12.or.us. (Proposer is responsible for ensuring receipt by the District.)
 - ii. **Content of Request for Written Change:**
 1. A Proposer's written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
 2. A Proposer shall mark the subject line of its request for change email as follows, or in a substantially similar fashion:
 - a. "Contract Provision Request for Change"; and
 - b. Solicitation number.
- c. **Protest.**
 - i. **Delivery.** No later than the date and time specified in the Solicitation Schedule, a Proposer may protest Specifications or Contract terms and conditions. A Proposer must deliver a written protest by email to contracts@beaverton.k12.or.us. Referencing the solicitation number and indicating that the submission contains a Protest.
 - ii. **Content of Protest.**
 1. A Proposer's Written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. A description of the resulting prejudice to the Proposer; and
 - c. A statement of the desired changes to the contract terms and conditions, including any Specifications.
 2. A Proposer shall mark the subject line of its protest as follows:
 - a. "Contract Provision Protest"; and
 - b. Solicitation number.
 - iii. **District Response.** The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- d. **Extension of Closing.** If the District receives a written request for change or protest from a

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Proposer in accordance with this Rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

6. CANCELLATION OF SOLICITATION.

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

7. PROPOSAL SUBMISSIONS.

- a. **Offer and Acceptance.** The submitted Proposal is the Proposer's offer to enter into a Contract.
 - i. The Offer is always a "Firm Offer," i.e., the Proposal shall be held open by the Proposer for the District's acceptance for sixty (60) days. The District may elect to accept the Proposal at any time during the specified period, and the District's Award of the Contract to a Proposer constitutes acceptance of the Offer and binds the Proposer to the Contract.
 - ii. Notwithstanding the fact that a competitive Proposal is a "Firm Offer" for the period specified above, the District may elect to discuss or negotiate certain contractual provisions, as identified in this solicitation document, with the Proposer. Where negotiation is permitted by the rules or this Solicitation Document, Proposers are bound to an obligation to negotiate in good faith and only on those terms that the rules or the Solicitation Document has reserved for negotiation.
- b. **Responsive Proposal/Responsible Proposer.** The District may award a Contract only to a Responsible Proposer with a Responsive Proposal.
- c. **Contingent Proposals.** A Proposer shall not make a Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. **Proposer's Acknowledgement.** By signing and submitting a Proposal, the Proposer acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.
- e. **Proposal Limitations.** A Proposal shall not exceed 15 pages and must be signed where indicated. The Proposer Certification Form and personnel or subcontractor resumes will not be included in the page limitation.
- f. **Forms.** Proposers shall submit the form(s) required under Section V of this document.
- g. **Documents.** Proposers shall provide the District with all documents and descriptive literature requested.
- h. **Facsimile or Paper Submissions.** The District will not accept facsimile or Paper Proposals. Proposals shall only be submitted by email, in electronic (e.g., standard PDF format). Proposers are responsible for ensuring that the District is able to open electronic Proposals.
- i. **Identification of Proposals.**
 - i. To ensure proper identification and handling, Proposals shall be submitted by email with the Proposer's name, solicitation number, and other clearly identifying information in the email subject line/text.
 - ii. The District is not responsible for Proposals submitted in any manner, format or to any

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delivery point other than as required in the Solicitation.

j. **Receipt of Proposals.**

i. Proposers are responsible for ensuring that the District receives their Proposal.

k. Failure to submit Proposals in accordance with the provisions of this Section shall be grounds to declare the Proposal as nonresponsive.

l. **Certification.** Proposers shall (on the Proposer Certification enclosed):

i. Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS279A.120(1);

ii. Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;

iii. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and

iv. Provide written acknowledgment of receipt of all Addenda.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:

a. **Modifications.** Prior to the Closing date and time in the Solicitation Schedule, a Proposer may modify their Proposal in writing prior to the Closing. A Proposer shall prepare and submit any modification to its Proposal to the District in accordance with OAR 137-49- 0280. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer shall email its modification to contracts@beaverton.k12.or.us and include the following, or substantially similar information in the email subject line:

i. "Proposal Modification"; and

ii. Solicitation Number.

b. **Withdrawals.**

i. Prior to the Closing date and time in the Solicitation Schedule, a Proposer may withdraw its Proposal by emailing to contracts@beaverton.k12.or.us a written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer. The Proposer or authorized representative of the Proposer may also withdraw its Proposal in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;

ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative, after voiding any date and time stamp mark;

iii. The Proposer shall mark the emailed, written request to withdraw a Proposal as follows, or with substantially similar information:

A. Proposal Withdrawal; and

B. Solicitation Number.

c. **Documentation.** The District shall include all documents relating to the modification or withdrawal of Proposals in the Solicitation file.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS; CONFIDENTIALITY OF PROPOSALS.

a. **Receipt.** The Proposer is responsible for ensuring that the District receives its Proposal at contracts@beaverton.k12.or.us prior to the Closing. The District's email system shall electronically time-stamp each Proposal and any modification upon receipt. Proposers should note that multiple proposals being submitted by email may cause delays in the District's email server's processing and receipt of the emails.

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

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10. LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS.

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

11. MISTAKES:

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes.
- b. **District Treatment of Mistakes.** The District shall not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If the District discovers certain mistakes in a Proposal after Opening, but before Award of the Contract, the District may take the following action:
 - i. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Examples of minor informalities include a Proposer's failure to:
 - A. Return the correct number of signed Proposals or the correct number of other documents required by the Solicitation Document;
 - B. Sign the Proposal in the designated block, provided a Signature appears elsewhere in the Proposal, evidencing an intent to be bound; and
 - C. Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Proposal that the Proposer received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
 - ii. The District may correct a clerical error if the error is evident on the face of the Proposal or other documents submitted with the Proposal, and the Proposer confirms the District's correction in Writing. A clerical error is a Proposer's error in transcribing a portion of its Proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Proposal). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - iii. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only if the Proposer shows with objective proof and by clear and convincing evidence:
 - A. The nature of the error;
 - B. That the error is not a minor informality or an error in judgment;
 - C. That the error cannot be corrected or waived under Item 11.b.ii above;
 - D. That the Proposer acted in good faith in submitting a Proposal that contained the claimed error and in claiming that the alleged error in the Proposal exists;
 - E. That the Proposer acted without gross negligence in submitting a Proposal that contained a claimed error;
 - F. That the Proposer will suffer substantial detriment if the District does not grant the Proposer permission to withdraw the Proposal;
 - G. That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and
 - H. That the Proposer promptly gave notice of the claimed error to the District.

SECTION III – INSTRUCTIONS TO PROPOSERS

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

12. PROPOSAL PREPARATION:

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

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

13. PROPOSAL SUBMISSION:

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

14. COOPERATIVE PROCUREMENT:

This Solicitation is intended to become a Permissive Cooperative Procurement.

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;
 - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.
- b. Proposers must state (on the Proposer Certification) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

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15. AWARD:

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

16. NOTICE OF INTENT TO AWARD:

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

- a. SEVEN (7) calendar days after the date of the NOI,
- b. The District determines that a shorter timeframe is required and justified, or
- c. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

17. PROPOSAL REJECTION.

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

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- ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
- v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

18. SOLICITATION CANCELLATION:

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

19. PROPOSAL COSTS:

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

20. CONTRACT AWARD PROTEST:

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

21. ADDITIONAL REQUIREMENTS:

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

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22. CONFIDENTIALITY OF PROPOSALS:

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

If a Proposer has specific information they deem Confidential or Proprietary they must submit a separate copy of their proposal with all such information clearly delineated and marked as “containing Proprietary or Confidential Information”. The information must be redacted in such a manner as to keep the formatting intact but the content should be not legible. The District will use the non-redacted copy for evaluation purposes but may release the redacted copy pursuant to a Public Records Request. If a Public Records Request claims that the redacted material is not subject to retention, the District will submit the redacted copy and the non-redacted copy to the Washington County District Attorney for review and their opinion will be final. If a Proposer does not submit a redacted copy in their Proposal submission the District may, at its option, release the non-redacted copy without notice to the Proposer. If a Proposer marks their entire Proposal as Confidential or Proprietary the District may ignore such marking and release the proposal or declare the Proposal non-responsive and return it to the Proposer.

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1. PUBLIC WORKS REQUIREMENTS.

This solicitation may result in the award of Master Services Contract. Individual Project Work Authorizations (PWA) will be utilized to award specific projects 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). Master Service Contract holders may be required to submit Bids for specific projects. 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 Sate 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, the Correction to Prevailing Wage Rates Effective January 1, 2022. 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. Pursuant to OAR 137-49-0460 and ORS 279C:

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.

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- 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.

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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,

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such consent will not relieve the Contractor of any obligations under the Contract. Any assignee or transferee will be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, must remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in Writing.

- x. In accordance with OAR 333-01901030, all persons engaged to provide goods and/or services at a school or school-based program which takes place at or in school facilities **and who has direct/indirect contact with students**, must be vaccinated against COVID-19 or have a documented medical or religious exception. Unvaccinated persons, regardless of exception status, may not perform work which takes place at or in school facilities if they may have direct/indirect contact with students.

SECTION IV – RESPONSE AND EVALUATION
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1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include a complete proposal and Price schedule.
- b. Elaborate artwork and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. There is a 15 page limit for proposals (as explained in Section III(7)(e)), but the District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

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

i. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS :

- A. The following completed certifications/forms shall be signed (where applicable) by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement.
- B. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.
 - i. **PROPOSER CERTIFICATION FORM.** This document is provided herein as (Attachment A) and serves as the cover sheet for your Proposal document. The certification shall bind the Proposer to perform the services for the fees stated in the proposal and to complete the project within the scheduled dates proposed.
 - ii. **AFFADAVIT OF NON-COLLUSION/COMPLIANCE WITH TAX LAWS.** The Affidavit of Non-Collusion/Compliance With Tax Laws is provided herein as (Attachment B), the Affidavit shall be notarized as detailed in the attachment.
 - iii. **PROPOSER RESPONSIBILITY FORM.** The Proposer Responsibility Form is provided herein as (Attachment C).
 - iv. **CONFLICT OF INTEREST FORM.** The Conflict of Interest Form is provided herein as (Attachment D).
 - v. **REFERENCE SHEET.** The Reference Sheet is provided herein as (Attachment E), Proposer is to complete one form for each reference provided.
 - vi. **PRICE SCHEDULE.** The Price Schedule is provided herein as (Attachment F)

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4. **DETAILED PROPOSAL CONTENT REQUIREMENTS.** The following criteria will be evaluated as detailed in the Proposal Scoring Evaluation Matrix.

A. EXPERIENCE & QUALIFICATIONS.

- (i) Provide a brief narrative of the Proposer's background and history. Generally describe previous experience related to furnishing Mold Remediation and Asbestos Abatement Services to organizations of similar size and scope to the District. School Districts are preferred.
- (ii) Describe the Proposer's mold remediation and/or asbestos abatement responsibilities and the scope of work for the five (5) references submitted in Item b. REFERENCES, below. Beaverton School District must not be included as one (1) of the required five (5). Include the size (square foot/linear foot) of the project.
 - (1) For example: projects that included abatement of floor tile, domestic water pipe, steam pipe, ceiling tile, and/or boiler removal, etc.
 - (2) Detail the number of employees that were involved in the work for each project and briefly describe the roll of each that was involved in the work for each project and the date of that project. Projects within the last three (3) years are preferred.
- (iii) Detail the Proposer's knowledge of applicable AHERA, EPA, DEQ and OR/OSHA regulations.
- (iv) Provide details of current certifications required and obtained of all staff who will be assigned to provide mold remediation and asbestos abatement services under this contract.
- (v) Compliance History. Provide a detailed history of the Proposer's compliance citations, notices of deficiencies, violations and any other compliance related documentation issued to the Proposer from any regulatory agency relating to environmental and to the general health and safety. Detail the year of occurrence, the agency that issued the document, and the corrective measures taken by the Proposer to avoid similar occurrences in the future. In the last 5 years have you been cited by Oregon DEQ? If so, please explain each occurrence.
- (vi) Prior Contract Performance. If the Proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default.
 - (1) Submit full details of all terminations for default experienced by the Vendor in the past five (5) years including the other party's name, address and telephone number. Present the Proposer's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicate that completion of a contract resulting from this solicitation may be jeopardized by selection of the Proposer.
 - (2) If the Proposer has experienced no such terminations for default in the past five (5) years, so declare.

B. REFERENCES.

- (i) Provide three (3) professional references included in item a (ii), EXPERIENCE & QUALIFICATIONS, above. These may include the same references as listed on the Proposal Responsibility Form (see Attachments). These contacts will be used by the District for reference checks.
 - (1) Provide the contact name, current telephone number and email address for the Management Planner/Project Designer and the client for each project.
 - (2) Beaverton School District must not be included as one of these three required references. However, any projects completed for BSD in the last five years must be submitted on a separate page.
 - (3) The District reserves the right to disqualify any Proposer who receives an unfavorable report from a proposer-identified customer reference.

SECTION IV – RESPONSE AND EVALUATION

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- (4) The District reserves the right to investigate and consider references submitted by the Proposer, including customers other than those listed in the Proposer's submission, and Beaverton School District experience.
- (5) The references provided will be contacted to establish, but not limited to, the level of Proposer customer service and ability to, and timely performance of response to the needs of its clients.

C. KEY PERSONNEL.

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

D. EMERGENCY RESPONSE.

- (i) Describe the Proposer's procedures for responding to emergency situations, including the ability to respond within two (2) hours of notice, seven (7) days a week.

E. EQUIPMENT.

- (i) Provide a comprehensive list of all equipment available for remediation and abatement work, including but not limited to negative air machines, HEPA vacuums, type "C" supplied air systems and floor tile/mastic removal machines.
- (ii) Identify and list equipment that will need to be purchased or rented to accommodate work on this contract.

F. PROGRAM COMPLIANCE.

- (i) Submit the Proposer's respirator program that is in compliance with all parts of OSHA Asbestos Regulations CFR Title 29, Part 1926, Section 1926.1101.
- (ii) Submit the Proposer's established medical exam program that is in compliance with OSHA Regulations CFR Title 29, Part 1926, Section 1926.1101.

G. QUALITY OF PROPOSAL.

- (i) Provide and detail methods to minimize costs and maximize the benefits of your proposed services.
- (ii) Provide a proposal that is responsive to solicitation requirements, terms, conditions and provided in a manner that is easily readable, neat, clear, logical, reasonable and professional.

H. PRICE SCHEDULE.

- (i) Use of the provided Price Schedule is required (See Attachments). Additional notes may be made at the bottom of the form for clarifications by the Proposer if necessary.
- (ii) Pricing will be applied to a mock order for two (2) projects.
 - (1) Mock order will not be provided in solicitation.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 21-0027

Asbestos Abatement and Mold Remediation Services

(iii) Pricing will be compared between each proposal and weighted accordingly (lowest price scores the highest, all other higher priced offers are weighted against the lowest offer).

5. PROPOSAL EVALUATION SCORING MATRIX.

a. The relative importance of the categories is indicated by the “Points” shown for each Evaluation Factor listed below. The offers shall be evaluated in accordance with these point ratings.

EVALUATION FACTORS MATRIX	Points Possible
EXPERIENCE & QUALIFICATIONS	50
REFERENCES	Pass/Fail
KEY PERSONNEL	45
EMERGENCY RESPONSE	20
EQUIPMENT	10
PROGRAM COMPLIANCE	50
QUALITY OF PROPOSAL	5
PRICE SCHEDULES	10
TOTAL POSSIBLE POINTS	190

4. PROPOSAL ACCEPTANCE.

a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:

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

b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

c. **NON-RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.

d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.

e. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.

f. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

g. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.

h. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.

5. EVALUATION COMMITTEE: The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign additional Evaluators to evaluate

SECTION IV – RESPONSE AND EVALUATION

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Asbestos Abatement and Mold Remediation Services

specific Proposal categories in keeping with the Evaluators' area of expertise, but not less than three Evaluators will evaluate and score the entire Proposal. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION V – ATTACHMENTS
Solicitation No: RFP 21-0027
Asbestos Abatement and Mold Remediation Services

PROPOSAL SUBMISSION CHECKLIST

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

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

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

_____ DETAILED PROPOSAL CONTENT REQUIREMENTS

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

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

ATTACHMENT G	Sample Master Trade Services Contract
ATTACHMENT H	Sample Project Work Authorization
ATTACHMENT I	Sample Request For Quote
ATTACHMENT J	Covid Attestation Form

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

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 21-0027

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency_____.
9. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

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

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 21-0027

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

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

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

**PROPOSER RESPONSIBILITY FORM
(PROPOSER’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

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

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm’s name) (Please type or print)

Instructions

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

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 21-0027

RELIABILITY

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 21-0027

FINANCIAL RESOURCES

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 21-0027

KEY PERSONNEL

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

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

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

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

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide five (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.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 21-0027

PRICE SCHEDULE

Exhibit A – Terms and Conditions

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

Exhibit A – Terms and Conditions

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

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

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

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

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

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

repair or replace the same.

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

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

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

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

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

16. INDEMNIFICATION.

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

Exhibit A – Terms and Conditions

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

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

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

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

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

services.

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

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

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

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

Exhibit A – Terms and Conditions

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

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

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

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

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

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

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

29. PREVAILING WAGES. If the value of this project exceeds \$50,000, pursuant to ORS 279C.840, the hourly rate of wage of any contractor or subcontractor or other person doing or contracting to do any part of the Work pays to workers employed in the performance of any part of this Contract shall not be less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2022. 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.

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

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

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

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

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

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

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

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

Exhibit A – Terms and Conditions

methodologies and information to District upon request.

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

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

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

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

38. TERMINATION.

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

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

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

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

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

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

Exhibit A – Terms and Conditions

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

42. USE OF PREMISES.

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

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

44. WARRANTY.

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

establish a time limit for damages.

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

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

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

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

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

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

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

In accordance with OAR 333-019-1030, all persons engaged to provide goods and/or services at a school or school-based program which takes place at or in school facilities, must be fully vaccinated against COVID-19 or have a documented medical or religious exception. Provider attests that all of their employees, visitors or volunteers are in compliance with this rule. Provider agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, visitors or volunteers. Provider further agrees that it will maintain such documentation, including vaccination verification and documentation of medical or religious exceptions, for at least two years. Provider further agrees to furnish proof of compliance with this rule to the District at their request. Provider agrees to indemnify, defend, and hold harmless the District from any

Exhibit A – Terms and Conditions

violations or civil penalties assessed as a result of Provider failing to comply with this rule.

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

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

SAMPLE



PROJECT WORK AUTHORIZATION

PWA No: _____

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

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

PREVAILING WAGE REQUIREMENTS: The prevailing wage rate requirements in ORS 726.800 to 729C.870 apply to this Project Work Authorization. The applicable 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective on the date established in the Master Contract XX-XXXX including issued Amendments. The rates are available at the following website: https://www.oregon.gov/bol/Pages/pwr_state.aspx

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

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

PERFORMANCE DATES: PROJECT START DATE: Upon Full PWA Execution

SUBSTANTIAL COMPLETION DATE: PROJECT COMPLETION DATE:

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

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

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

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

REQUEST FOR QUOTE (SAMPLE)

*** DO NOT RETURN THIS DOCUMENT WITH YOUR PROPOSAL/OFFER ***

Please use this two page Request for Quote form when pricing all Work Projects. This form needs to be returned to the Project Manager/Coordinator via email or fax before authorization to proceed with work is issued.

LOCATION OF PROJECT: _____

SCOPE OF WORK/PROJECT DESCRIPTION:

IS THIS A BOLI/PWR PROJECT? Yes: _____ No: _____



PURCHASING DEPARTMENT
16550 SW Merlo Road,
Beaverton, OR 97003-5152
Phone: 503-356-4379
contracts@beaverton.k12.or.us
Larry Pelatt – Purchasing Manager



COVID VACCINATION ATTESTATION FOR BEAVERTON SCHOOL DISTRICT (BSD) CONTRACTORS, SUPPLIERS, AND/OR SERVICE PROVIDERS.

BSD PROJECT NAME _____ BSD CONTRACT NUMBER _____

In accordance with OAR 333-019-1030, all persons engaged to provide goods and/or services at a BSD school or school-based program which takes place at or in school facilities, must be fully vaccinated against COVID-19 or have a documented medical or religious exemption. Contractors, subcontractors, and any associated personnel coming to the site are required to be fully vaccinated if they will have direct or indirect contact with students in the course of performing their work. Unvaccinated persons with documented medical or religious exemptions may still be refused access to school sites if the anticipated work would/could put them in direct or indirect contact with students or staff.

Contractor _____ by (Authorized Representative) _____ attests that all of their employees, associates, subcontractors or agents are in compliance with this rule.

Contractor agrees that it is their obligation to obtain documentation of compliance with this rule from each of its employees, associates, agents, or subcontractors.

Contractor further agrees that it will maintain records of such documentation, including vaccination verification and documentation of medical or religious exemptions, for at least two years from the completion of the project. Contractor further agrees to furnish proof of compliance with this rule to the District at their request and in their sole discretion.

Contractor agrees to indemnify, defend, and hold harmless the District from any violations or civil penalties assessed as a result of Contractor failing to comply with this rule.

Contractor also agrees that Contractor will not pursue, nor will any of their employees, associates, agents, or subcontractors pursue any action against Beaverton School District in the event any of their employees, associates, agents, or subcontractors contracts COVID as a result of the provision of goods or services to Beaverton School District.

Agreed to this _____ Day of _____ 20__

(Contractor) _____ Beaverton School District

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____