



Bid submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of this document.

INVITATION TO BID

**AS NEEDED MINOR ALTERATIONS,
REPAIR, OR MAINTENANCE OF
SCHOOL PROPERTY, AND ALSO
EMERGENCY REPAIRS**

(List of requested disciplines on Invitation to Bid, and on Bid Form Packet)

FOR

REYNOLDS SCHOOL DISTRICT

BID CLOSING: 2:00 P.M., THURSDAY MARCH 31, 2016

PLEASE NOTE:

Copies of Invitation to Bid documents can be obtained via the Reynolds School District Web site: <http://www.reynolds.k12.or.us/rfps>

The School District has strict requirements for insurance. Responders are strongly advised to consult with their insurance agents to verify that the minimum insurance standards can be met. See the "Insurance Requirements Certification Form" in the bid packet for the requirements for this bid.

COPY OF LEGAL ADVERTISEMENT

REYNOLDS SCHOOL DISTRICT, OREGON INVITATION TO BID

Reynolds School District is requesting sealed bids for seven construction services agreements in the categories listed in the ITB for Reynolds School District Maintenance Department.

Bids must be received by **2:00 P.M., Thursday, MARCH 31, 2016** in the Reynolds School District Office at 1204 NE 201st Ave Fairview, Oregon 97024-2499. Bids will be opened immediately thereafter. Bids received after the designated time and date, per the official bid clock located in District Office, will be returned unopened.

A copy of the Invitation to Bid document can be obtained via the Reynolds School District Web site: <http://www.reynolds.k12.or.us/rfps>.

The School District intends to award contracts to be administered with PO's no larger than \$30,000. Projects exceeding that amount will be competitively proposed on by the three qualified firms identified by this Invitation to Bid. Initial contracts will be for three years with an option to renew for an additional two year period.

The Build Trade Areas of interest to the School District, (refer to Bid Form) are as follows:

- General Contracting, (Supervision of :)
 - ~ Framing
 - ~ Concrete
 - ~ Drywall
 - ~ Painting
 - ~ Potential Subcontracting with Contractors below if necessary
- Electrical Contracting, (Line Voltage)
- Electrical Contracting, (Low Voltage - IT & Fire Alarm)
- Plumbing Contracting
- Fire Sprinkler Contracting
- Glazing Contracting
- Commercial Kitchen Equipment & Maintenance Contracting
- Fire & Water Restoration Contracting
- Mechanical, (Heating, Ventilating & Air Conditioning), Contracting
- Flooring installation Contracting
- Painting Contracting
- Parking Lot Maintenance & Repair Contracting

Bids must contain:

- A statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.
- Bidders must sign all bid forms, and in doing so agree to comply with the statement in the bid form regarding compliance with the provisions of ORS 279C.800 to 279C.870 or 40 U.S.C. 3141 et seq. "Workers on Public Works to be Paid Not Less Than Prevailing Rate of Wage."

The School District may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the School District it is in the public interest to do so.

The Reynolds School District reserves the right to reject any and all bids and to waive any and all informalities in the best interest of the School District.

Bidders are solely responsible for ensuring receipt of their bid by the District.

All bidders must be registered with the Oregon Construction Contractors Board prior to submitting bids. Failure to be registered will be sufficient cause to reject a bid as "non-responsive."

Licensing per ORS 468A.720 (working with asbestos) is not required for this project.

Bidders must conform to the requirements of these bid documents and all related, applicable laws.

Contractor shall demonstrate that an employee drug and alcohol testing program is in place and that employees who are engaged in the construction, reconstruction or maintenance of a project (all public works projects) have tested negative for drugs and alcohol or have entered a rehabilitation program.

The School District does not intend to pre-qualify any bidders for this project. All bids submitted for this project will be considered provided that they meet the criteria set forth in the bid documents with respect to submission in a timely manner, bonding, and all other applicable requirements. However, all bidders will be checked against the Bureau of Labor and Industries' list of contractors ineligible to receive public works contracts (pursuant to ORS 279C.375).

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Should Contractor fail to perform the scope of work or to meet the performance standards established by the resulting Contract, the Contracting agency may (a) withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the statement of work or to meet the performance standards established by the resulting Contract; and (c) declare default of the Contract, to terminate the resulting Contract, and to seek damages and other relief available under applicable law.

Dated this 2nd day of March 2016.

Rachel Hopper CFO/COO
503-661-7200

Published: March 2nd, 2016 Daily Journal of Commerce and Gresham Outlook

GENERAL INSTRUCTIONS TO BIDDERS

The following instructions, terms and conditions apply to all bids or other such offers to provide services to Reynolds School District.

1. **ELECTRONIC COPIES**

Electronic copies of the solicitation documents are available through the Reynolds School District Web site: <http://www.reynolds.k12.or.us/rfps>.

All addenda will be posted electronically on Reynolds School District Web site: <http://www.reynolds.k12.or.us/rfps>. All proposers should verify they have all addenda. All submittals by the bidders must be in hard copy form.

2. **PRECEDENCE**

2.1 The order of precedence of documents is as follows:

1. Special Instructions
2. Standard Contract Terms & Conditions
3. Specifications
4. General Instructions

3. **BIDDERS**

3.1 If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

The bidder further agrees to the following:

- 3.2 To examine all specifications, instructions, terms and conditions thoroughly.
- 3.3 To provide for appropriate insurance, bid guaranties, and performance bonds as required.
- 3.4 To comply with all Federal, State and School District laws, ordinances, and rules.
- 3.5 To comply fully with specifications as attached for the agreed bid and/or contract, especially where materials and work are involved.
- 3.6 To clean up all debris and remove from the site as specified.
- 3.7 All equipment replaced or removed by the bidder shall remain the property of the School District unless noted otherwise in the specifications or special instructions.

GENERAL INSTRUCTIONS TO BIDDERS

- 3.8 Upon completion of the resulting contract and/or delivery and installation, to pass a good, free and clear title for goods and services rendered to the School District. Such goods and services shall be free of all claims, mechanic's liens, subcontractor judgments and other encumbrances which might cloud the School District's title to said goods and services.
- 3.9 That they have met any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes. As required, bidders shall furnish a valid contractor's license number at the time of bid opening.
- 3.10 To accept any claims, liens, and demands to indemnify the School District and preserve harmless the School District or the property the entire time of equipment installation and/or resulting contract duration.
- 3.11 To meet the highest standards prevalent in the industry or business most closely related to the goods or services of this bid.

4. SILENCE OF SPECIFICATIONS

- 4.1 The apparent silence of the solicitation specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

5. CHANGES

The School District, by written order, may make changes in the following areas:

- 5.1 Drawings, design, and/or specifications where the product or service is a special order or separate project for the School District.
- 5.2 The method of shipment or packaging.
- 5.3 The place of delivery and installation (if required).
- 5.4 If said change(s) increases or decreases the net cost of the product/service, the School District and the Contractor agree to negotiate an equitable adjustment.
- 5.5 The Contractor shall not make any changes in the specifications, method of construction, or other requirements without the express prior written consent of the School District. Any proposed changes shall be presented in writing to School District management not less than fourteen (14) calendar days prior to the proposed effective date of said change.
- 5.6 Any claims made for adjustment hereunder shall be served within thirty (30) calendar days of completion of delivery or service.

GENERAL INSTRUCTIONS TO BIDDERS

5.7 Nothing in this clause shall excuse the Contractor from proceeding with the resulting contract as changed.

5.8 The additions of similar or related work or materials or unidentified needs.

6. SPECIFICATION PROTEST PROCESS

6.1 Delivery: A protest of specifications must be delivered to the School District in writing no later than seven (7) calendar days prior to the bid closing date and be addressed as follows:

Specification Protest
Reynolds School District Purchasing Dept.
ATTN: CFO/COO
1204 NE 201st Ave
Fairview, Oregon 97024-2499
email: rhopper@rsd7.net

6.2 Content: A written protest must include all of the following:

- a) A detailed statement of the legal and factual grounds for the protest;
- b) A description of the resulting prejudice to the bidder; and
- c) A statement of the form of relief requested or any proposed changes to the specifications.

6.3 District Response: The School District may reject without consideration a protest received after the deadline established for submission. The School District shall provide notice to the protestor if it entirely rejects a protest. If the School District agrees with the protest, in whole or in part, the School District shall either issue an addendum reflecting its determination or cancel the solicitation.

6.4 Extension of Closing: If the School District receives a written protest in accordance with this rule, the School District may extend closing if the School District determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

6.5 Judicial review of the School District's decision relating to a specification protest shall be in accordance with ORS 279B.405

7. INTERGOVERNMENTAL COOPERATIVE PURCHASING

7.1 Pursuant to ORS 279A and Reynolds School District Procurement Rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

GENERAL INSTRUCTIONS TO BIDDERS

- 7.2 Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.
- 7.3 Each contracting agency will execute a separate contract with the successful bidder for its requirements.
- 7.4 Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to Reynolds School District. Any estimated purchase volumes listed herein do not include other public agencies and Reynolds School District makes no guarantee as to their participation.
- 7.5 Contractor shall provide information regarding total usage of contract upon the request of Reynolds School District.

8. HOURLY RATES

- 8.1 Hourly rates specified by the bidder shall include labor, consumable materials and supplies, necessary or incidental costs and all direct and indirect administrative costs. These incidental supplies and materials include such items as fasteners, adhesives, hardware and other small expense items which are difficult to track or bill through any other process.
- 8.2 Hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or movement of contractor owned or rental equipment is not chargeable directly to the School District.
- 8.3 Contractor must pay employees based on the applicable prevailing wage rates.

9. STATE PROVISIONS FOR PREVAILING WAGES

- 9.1 In compliance with ORS 279C.800 through 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and as part of this bid, the bidder herein agrees and it shall be a condition of their bond that in performing this contract they shall pay and cause to be paid not less than the prevailing rate of wages as of the date of their bid for and to each and every worker who may be employed in and about the performance of this contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the monies due to the contractor an amount sufficient to make up the difference between the wages actually paid and prevailing rate of wages, and they may also cancel the contract.

GENERAL INSTRUCTIONS TO BIDDERS

- 9.2 As per rule OAR 839-025-0035(3) and (4) and as part of this bid, if owners, managers, or supervisors perform manual labor on a public works project for more than 20 percent of their workweek, they must be paid the applicable prevailing wage rate for the type of work performed during those hours, and those hours must be reported on the certified payroll.
- 9.3 When a public works project is subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 et seq.):
- A. Every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the Commissioner.
 - B. If the state prevailing rate of wage is higher than the federal rate of wage, the contractor and every subcontractor shall pay no less than the state prevailing wage rate; and
 - C. If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay no less than the federal prevailing rate of wage as required by the Davis-Bacon Act.
- 9.4 As per rule OAR 839-025-0020 (4) the School District incorporates the prevailing wage rate publication dated January 1, 2016, entitled: Prevailing Wage Rates for Public Works Contracts in Oregon and including any applicable amendments.
- These rates can be viewed at the following web site:
- www.boli.state.or.us.
- 9.5 If a contractor fails to pay for labor or services, the agency can pay and withhold these amounts from payments due the contractor. (Ref. ORS 279C.515)
- 9.6 Contractor must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work. Daily, weekly, weekend, and holiday overtime will be paid as required in ORS 279C.540. (Ref. ORS 279C.520)
- 9.7 Contractor must promptly pay for any medical services they have agreed to pay. (Ref. ORS 279C.530)

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10. LICENSES/PERMITS

- 10.1 ORS 701.026 and ORS 671.530 require that bidders be licensed with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to the submission of a bid.
- A. A contractor licensed under ORS Chapter 701 may bid on a landscaping job or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting portion is subcontracted to a licensed landscaping business as defined in ORS 671.520.
- B. A landscaping business may bid on a job or perform a contract that includes the phase of landscape contracting for which it is not licensed if it employs a licensed landscape contractor, or subcontracts with another landscaping business, licensed for that phase.
- C. Failure to be licensed will be sufficient cause to reject bids as “non-responsive.”
- 10.2 If applicable, the contractor shall obtain all licenses, permits and certifications required for the performance of the work. The contractor shall notify the School District immediately if any license, permit or certification required for the performance of this contract ceases to be effective for any reason. The contractor will pay any fees connected with the resulting contract unless otherwise specified in the Special Instructions or Specifications.

11. DISCRIMINATION IN SUBCONTRACTING

- 11.1 A contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The contractor shall certify by signing the Certification and Contract Offer that the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts as provided in ORS 279A110(4) and OAR 137-049-0440(3).
- 11.2 The public contracting agency may disqualify any person as a bidder on a public contract if the agency finds that the person has violated this section in a contract between the person and the agency.
- 11.3 If the person wishes to appeal the disqualification, the appeal procedure shall be pursuant to ORS 279C.450.

12. WARRANTIES

- 12.1 The bidder warrants that all services and products furnished hereunder shall be merchantable and fit for the particular purpose as specified herein. All warranties assigned to the School District by application of the Uniform Commercial Code,

GENERAL INSTRUCTIONS TO BIDDERS

- either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are expressly incorporated herein.
- 12.2 All work provided under this contract shall have, as a minimum, a one year warranty from the date of final acceptance against any latent defects in design, materials, workmanship, installation, and against fraud or such gross mistakes as may amount to fraud.
- 12.3 In addition, the warranty indicated above shall include the following:
- There shall be no distance or time limitations applicable to either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor the warranty. Warranty maintenance requirements, when performed by the School District, shall be acceptable to the dealer when said work performance meets or exceeds the dealer certification requirements. The School District shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted should be made available to the School District at no additional cost.

13. FORMS

- 13.1 Bid bond, performance bond and payment bond forms should be used if bonds are required. Submitting a bid bond, performance bond, or payment bond in a form other than as enclosed is at the bidder's own risk. Other bid bond, performance bond or payment bond forms may be accepted at the School District's sole discretion. If not accepted by the School District, the bid will be rejected as non-responsive.
- 13.2 An individual of the company who is authorized to legally obligate the company must sign the Certification and Contract Offer in ink before an award will be made.
- 13.3 An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the School District Administrator or Board of Commissioners for award.
- 13.4 After award of contract, the successful bidder shall be prepared to complete and file all forms relating to insurance, and any other requirements of public works contractors with the School District and the State in a timely manner.

14. BID SUBMISSION

- 14.1 All bids must be in a sealed package and addressed to the Reynolds School District Purchasing Division at the address below. The name and address of the bidder should appear on the outside of the package. The outside lower left-hand corner should state the bid title, bid number and the bid closing date and time.

GENERAL INSTRUCTIONS TO BIDDERS

The address for the bid to be mailed or delivered is:

Reynolds School District Purchasing Department
1204 NE 201st Ave
Fairview, Oregon 97024-2499

- 14.2 Bidders are required to use the bid forms furnished by Purchasing. Please retain a copy for your records.

15. BID OPENING

- 15.1 All bids received will be immediately opened after the bid closing date and time in the District Administration Office.

- 15.2 Bids shall be typed or prepared in ink and shall be signed by the bidders or an authorized representative of the bidder. Bids shall be made on the form provided. The person authorized to sign the Certification and Contract Offer must initial any alterations or erasures to the bid form packet in ink.

- 15.3 Submissions shall contain a fully executed bid package, including all required documents and descriptive literature. All applicable blanks must be completed. Any statement accompanying and tending to qualify a bid may cause rejection unless the statement is required or permitted.

- 15.4 Phone bids will not be accepted. Electronic (E-Bid) or fax bids are not permitted.

- 15.5 Any bid or bid modification received after the exact time specified for receipt will not be considered. It is the sole responsibility of the bidder to ensure receipt of bids or bid modifications by the School District by the specified time.

16. REYNOLDS SCHOOL DISTRICT RIGHTS

The School District expressly reserves the following rights:

- 16.1 To waive any irregularities in the bids submitted.
- 16.2 To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary in the circumstances.
- 16.3 To make awards to any bidder whose bid, in the opinion of management and the District, is the lowest responsible bid.
- 16.4 To cancel the procurement or reject any bid or portions thereof in accordance with ORS 279B.100.

GENERAL INSTRUCTIONS TO BIDDERS

17. QUALIFICATIONS OF BIDDERS

- 17.1 Qualifications may be evaluated when determining award. Bidders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature. The School District reserves the right to investigate references and to consider the past performance of any bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the bidder.

18. CRITERIA FOR AWARD OF CONTRACT

- 18.1 The School District intends to award the bid to the lowest responsible bidder(s) who has met all the requirements of the specifications, and who is not disqualified or debarred under Reynolds School District Purchasing Rules or Oregon State Statutes.

Bid results will be posted on Reynolds School District Web site:
<http://www.reynolds.k12.or.us/rfps>.

19. LOW TIE BIDS

- 19.1 Low tie bids are subject to the Oregon preference contained in ORS 279A.120:

“For purposes of awarding a public contract, a contracting agency shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.”

- 19.2 Low tie bids that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:

- A. Preference shall be given to the bidder whose principal offices or headquarters are located in Oregon.
- B. If a tie still remains after applying (A) above, award shall be made by drawing lots among any tied Oregon bidders. Such bidders shall be given notice and an opportunity to be present when lots are drawn.
- C. If none of the tied bidders is located in Oregon, award of the contract shall be made by drawing lots among the tied bidders.

20. ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD

- 20.1 This solicitation does not commit the School District to award a contract. Reynolds School District reserves the right to cancel award of this contract at any

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time before execution of the contract if cancellation is deemed to be in the School District's best interests. In no event shall the School District have any liability for the cancellation of the award.

20.2 Acceptance of an offer is subject to budget approval and budgetary constraints.

21. BID FILES

21.1 A bid file for this solicitation shall be available, by appointment only, for public review at the Reynolds School District Administration Office. Copies of material from the bid files, disclosable under the Oregon Public Records laws, may be obtained from the Reynolds School District Contracts Department upon payment of the current School District fees for copies.

22. PROTEST OF AWARD/ JUDICIAL REVIEW OF CONTRACT AWARD

22.1 Protests and Purpose. The award by the Reynolds School District Board of Commissioners of the contract shall constitute a final decision of the School District to award the contract if no written protest of the award is filed. A bidder with standing may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. A bidder with standing must file a written protest with the School District and exhaust all administrative remedies before seeking judicial review of the School District's contract award decision.

22.2 Delivery. A written protest must be delivered to the Reynolds School District Contract Specialist within seven (7) days after issuance of the notice of intent to award the contract.

22.3 Content of Protest. A written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410(2). Bidder may not protest the content of specifications in an award protest.

22.4 District Response. The School District shall not consider a contract award protest submitted after the timeline established for submitting such protest. The School District shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the School District upholds the protest, in whole or in part, the School District may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation. The School District shall not consider any protest against award based on the content of specifications.

22.5 Judicial Review. Judicial review of the District's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

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23. CONTRACTOR'S RESPONSIBILITY

- 23.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under the resulting contract.
- 23.2 Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

24. PERFORMANCE

- 24.1 Contractor shall perform all services required by the resulting contract within the time specified. All services shall be performed in the most highly professional manner, and in accordance with the highest industry standards. Unless the means or methods of performing a task are specified elsewhere in the contract, contractor shall employ methods that are generally accepted and used by the industry. Any performance that is found unacceptable will be documented and the contractor will be given written notice to correct the problem within a specified period. If the problem continues beyond the specified period the contractor may be found in breach of this contract, and the contract may be terminated.

25. NONPERFORMANCE

- 25.1 In the event of nonperformance under the resulting contract the School District will have the right to obtain from other sources such equipment, supplies, and/or services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said equipment, supplies and/or services shall be borne by the contractor.

26. DRUG TESTING PROGRAM FOR PUBLIC WORKS CONTRACTS

- 26.1 Contractor shall demonstrate that an employee drug testing program is in place. By signing the certification and contract offer the contractor is certifying that they have a program in place. (279C.505(2))

27. EMPLOYMENT STANDARDS

- 27.1 The contractor agrees that upon request by the School District, it shall remove from School District premises any of contractor's employees, subcontractors or agents who, in the reasonable opinion of the School District, has been involved in inappropriate conduct; bringing any unauthorized personnel (including their own children) into a School District facility; are involved with the unauthorized use of School District equipment, or are not qualified to perform the work assigned.

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28. LABOR RELATIONS

- 28.1 Contractor agrees to take immediate and reasonable steps to maintain its provisions of service under this contract in the event of any labor action involving its employees on School District premises or elsewhere.

29. GUARANTEE

- 29.1 Contractor agrees to repair any failures due to inferior workmanship and/or materials without additional expense to the School District.

30. DAMAGE CLAUSE

- 30.1 Contractor shall be responsible for redecorating, restoring, or otherwise repairing any portion of the School District's premises, facilities, or any School District owned properties or right-of-ways which are damaged by the contractor and its agents in the case of any work related to its obligation under the resulting contract.
- 30.2 Contractor agrees to repair any avoidable damage to existing materials, surfaces and equipment caused during the execution of the work, without additional expense to the School District.

31. SAFETY

- 31.1 In accordance with all applicable law and generally accepted practices, the contractor will be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- 31.2 The duty of the School District's representative is to conduct reviews of the contractor's performance and is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the project.

32. OSHA

- 32.1 During the performance of the resulting contract, the Contractor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Contractor shall further agree to hold the School District, its employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the Contractor. It shall be the sole responsibility of the Contractor to remain familiar with said standards and regulations and maintain their enforcement.

GENERAL INSTRUCTIONS TO BIDDERS

33. HAZARDOUS MATERIALS

- 33.1 All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon law with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Materials for which toxicological or hazard data are unavailable shall carry a label stating: *“Toxicological and other hazards unknown. Handle as extremely hazardous.”*
- 33.2 Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products.
- 33.3 Contractor agrees, upon execution of the resulting contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the School District’s premises and use as part of the work described in the contract.

34. PATENT OR FRANCHISE INFRINGEMENT

- 34.1 The Contractor agrees to protect the School District against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) or service(s) ordered from this solicitation, and to assume all expense and damage arising from such claims.

35. UNDERWRITERS LABORATORY

- 35.1 All items offered of an electrical nature shall indicate the current UL listing, if applicable. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if applicable. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

36. ASSIGNMENT TO THE SCHOOL DISTRICT

- 36.1 By entering into the resulting contract, the contractor irrevocably assigns to Reynolds School District any claim or cause of action which the contractor now has or which may accrue in the future, including, at the option of Reynolds School District, the right to control any such litigation, by reason of any violation of 15 USC 15 §1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person which are used, in whole or in part, for the purpose of carrying out the contractor's obligations under the resulting contract.
- 36.2 Contractor shall require any subcontractor to irrevocably assign to Reynolds School District, as a third party beneficiary, any right, title or interest that has accrued or

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may accrue to the subcontractor by reason of any violation of 15 USC 15 §1-15, ORS 646.725 or ORS 646.730, including, at the option of Reynolds School District, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of the resulting contract.

36.3 In connection with this assignment, it is an express obligation of the contractor that it will take no action that any way diminishes the value of the rights conveyed or assigned hereunder to the School District. It is an express obligation of the contractor to advise the Office of Superintendent and Counsel for Reynolds School District:

- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action,
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the dependency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the School District.

37. ORDER PLACEMENT

- 37.1 Blanket purchase orders will be issued for the term of the agreement.
- 37.2 The School District's contract administrator will provide to the contractor a list of employees authorized to place work orders.
- 37.3 The purchase order or resulting contract reference shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.

38. UNIDENTIFIED NEEDS

- 38.1 Unidentified needs may occur during the term of this contract necessitating the purchase of related services not listed. Pricing for those related services will be negotiated.

39. PURCHASING BY CONTRACTOR

- 39.1 Contractor shall make all purchases in its own name and not in any way attempt to bind the School District in its contractual agreements. Delivery of goods to School District facilities will be at contractor's risk and expense.

GENERAL INSTRUCTIONS TO BIDDERS

40. CONTACT PERSONS

40.1 The Contractor shall designate one representative as the contact person for the resulting contract. The Contractor shall provide to the School District contact information for the representative and shall keep this information current at all times.

41. PAYMENT

41.1 Payments shall be made upon submission of invoices on a monthly basis for all work performed during the month. Invoices are to be supported by “Records of Time and Material” with the approval signature of the School District Project Manager and project log sheets.

41.2 Contractor shall invoice the School District no later than thirty (30) days following completion of a work order.

41.3 The School District will pay the approved invoice within 30 days.

42. PUBLIC CONTRACTING STATUTES AND RULES

42.1 This solicitation and the resulting contract are governed by Oregon Law and Reynolds School District Procurement Rules. Specific applicable laws that govern this solicitation process are found in Chapter 279A, Chapter 279B, and Chapter 279C of the Oregon Revised Statutes. The provisions of Oregon Revised Statutes 279C.500 through 279C.870, Public Contracts, as applicable are incorporated herein by reference. Any Contractor executing a contract with the School District for the delivery of materials and/or services agrees to comply with applicable provisions of the laws and rules.

42.2 Reynolds School District Procurement Rules can be obtained from:

Reynolds School District Purchasing Dept.
ATTN: Contract Specialist
1204 NE 201st Ave
Fairview, Oregon 97024-2499
or email rhopper@rsd7.net

43. PUBLIC WORKS BOND

43.1 The Contractor shall have a public works bond filed with the Construction Contractors Board prior to starting work on a project in accordance with ORS 279C.830, unless exempt. Additionally, the Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

GENERAL INSTRUCTIONS TO BIDDERS

44. FIRST-TIER SUBCONTRACTORS DISCLOSURE

- 44.1 Pursuant to ORS 279C.370, within two (2) hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontracts that:
- (a) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract;
 - (b) Will have a contract value that is equal to or greater than five percent (5%) of the total project bid, but at least \$15,000, whichever is greater or \$350,000, regardless of the percentage of the total project bid.
 - (c) For each contract to which this applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2pm and 5pm.
 - (d) This applies only to public improvement contracts with an estimate value of more than \$100,000.
- 44.2 For each subcontractor listed, include:
- (a) The name of the subcontractor
 - (b) The category of work the subcontractor will be performing
 - (c) Dollar value of the subcontract
- 44.3 If no subcontractors subject to the above disclosure requirements are anticipated, a bidder shall so indicate by entering "NONE".
- 44.4 Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists must be submitted within two (2) hours of the bid closing time and date.

45. BIDDER RESPONSIBILITY FORM

- 45.1 Pursuant to ORS 279C.375, a bidder will complete and submit the Bidder Responsibility Form (See Appendix), signed by the Bidder that states the qualifications of the firm for accomplishing the specified work with their bid.
- 45.2 The Bidder Responsibility Form addresses the following standards of responsibility:
- A. Evidence of projects of similar scope undertaken by the bidder and completed for local government agencies within the last five (5) years. Previous project information should include examples of scope of work similar to this project, the

GENERAL INSTRUCTIONS TO BIDDERS

name of the project, the bidder's role on the project (general contractor or subcontractor), the date completed, the project engineer or architect, and the name of the public agency (include the public agency's address, phone number and contact person). To be considered for acceptance as prime contractor for this project, a bidder must demonstrate a minimum of three (3) consecutive years' experience as a general contractor in successfully executing work of the types specified.

A bidder may list additional years of experience in other types of work and as a subcontractor, but these years of experience must be in addition to the minimum number of years required as a general contractor on work similar to this project and must be listed after the minimum specified experience as a general contractor.

- B. Evidence of a satisfactory record of performance during the last five (5) years. A satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner;
- C. Evidence of sufficient financial, material, equipment, facility and expertise, necessary to meet all contractual responsibilities;
- D. Evidence that the key subcontractors, installers and supervisory personnel proposed for this contract are qualified for the type of work specified;
- E. Evidence of a satisfactory record of integrity. A bidder may be determined to lack integrity if the School District determines the bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to an agency. The School District may find a bidder non-responsive based on the lack of integrity if any entity having influence or control over the bidder (such as a key employee of the bidder that has the authority to significantly influence the bidder's performance of the Contract or a parent company, predecessor or successor entity). The School District may consider whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract. The standards for conduct disqualification under Reynolds School District Procurement Rule 30-145 (1)(a) may be used to determine a bidder's integrity. Copies of any letters of recommendation or appreciation from other public agencies of previous improvement projects successfully completed by the bidder would be accepted but are not required.

SPECIFICATIONS

In addition to the General Instructions to Bidders with Reynolds School District, the following Special Instructions apply to this bid only.

46. TIME FRAME:

DATE	ACTION
March 2, 2016	Issue Invitation to Bid documents
Seven (7) calendar days before Bid Closing	Last date to Protest Specifications
Seven (7) calendar days before Bid Closing	Last Date to Submit Questions
2:00 PM MARCH 31, 2016	Bid Closing Date and Time
March 31, 2016	Issue Notice of Intent to Award
April 14, 2016	Contracts Awarded

46.1 The School District reserves the right to modify this schedule at the School District's discretion.

47. CONTACT PERSON

47.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Bob Collins

E-mail: rcollins@daycpm.com

47.2 The person specified in the section above is also the person authorized to receive the bids for this solicitation.

48. INTERPRETATIONS AND ADDENDA

48.1 Interpretations or clarifications considered necessary in response to such questions will be posted to ORPIN.

48.2 Questions received less than seven (7) calendar days prior to the date for the closing of bids will not be answered unless the School District determines, in its sole discretion, it is in its best interest to do so.

48.3 Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

48.4 Addenda may also be issued to modify the bid documents at the discretion of the School District.

48.5 Each bidder shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt on the Certification and Contract Offer.

SPECIFICATIONS

49. BID SUBMISSION REQUIREMENTS

- 49.1 Submit the bid form packet for this solicitation to CFO/COO at Reynolds School District Purchasing Office, Rachel Hopper, 1204 NE 201st Ave., Fairview, Oregon 97024-2499.
- 49.2 To be considered complete each submittal shall contain the following:
- A. Signed and Dated Certification and Contract Offer
 - B. Completed Bid Form(s)
 - C. Completed Insurance Requirements Certification Form
 - D. Completed Sustainability Questionnaire

50. CONTRACT AWARD

- 50.1 Award will be to the lowest responsive, responsible bidders based on a total lump sum basis.
- 50.2 The School District reserves the right to reject any and/or all bids in whole or in part and to not issue a contract.

51. CONTRACT ADMINISTRATOR

- 51.1 The contract administrator is Bob Collins.

52. SERVICES CONTRACT

- 52.1 The term of the contracts resulting from this bid shall not exceed five years.
- 52.2 The contract that will be executed for this solicitation will be a standard Reynolds School District Services Contract, which incorporates terms and conditions from this solicitation document, as well as from the bidder's response. A sample services contract is attached. Potential bidders should review this contract to ensure they can meet the terms and conditions prior to submitting a bid.

53. PRICE CHANGES

- 53.1 All bid prices for labor are to be firm for six months from date of award. Any increase in labor rates during the term of this contract must be substantiated by Prevailing Wage Rate amendment(s) as published by the State of Oregon Bureau of Labor and Industries or rate increases resulting from Union negotiations. Copies of such documents shall be included with the rate increase request.

SPECIFICATIONS

- 53.2 The contractor shall provide a letter detailing proposed price increases, together with proof of increased costs, to the contract administrator(s) thirty (30) days prior to the date the contractor desires the increase to become effective.
- 53.3 The School District reserves the right to reject or modify any request for price increases. If the price changes are accepted, they shall become effective upon approval by the School District and completion of the contract amendment process.

54. INSURANCE REQUIREMENTS

- 54.1 The standard insurance requirements included in the sample services contract, standard contract terms and conditions will apply with the exception of professional liability insurance which does not apply to this solicitation.
- 54.2 Additional insurance or exceptions are listed on the Insurance Requirements form included in the Bid Form Packet, which the bidder shall sign and submit.

55. RESERVATIONS

- 55.1 The School District reserves the right to obtain quotes from other firms for specific jobs and to select any firm for a given job if in the best interest of the School District.

56. SECURITY CLEARANCE

- 56.1 All Reynolds School District sites will be considered an open site for the purposes of this project. This means that a fingerprint based criminal history verification will be conducted on all personnel employed by the successful Contractor and subcontractors on the project. This means that unsupervised contact between project personnel and students may occur. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Consultant shall work with District to ensure compliance with this requirement.

Successful Contractor authorizes District to obtain information about personnel and subcontractor's and its history and to conduct a criminal background check, including analysis of fingerprints of any Contractor's or subcontractor's officers, employees, or agents. Contractor shall cause its employees and/or subcontractors, to authorize District to conduct these background checks. Contractor shall pay \$59.00 for processing the background check in addition to required fingerprinting and notary services. Contractor and its subcontractors must supply fingerprint cards for each employee proposed to work on the project to the District when applying for the security check. District may deduct the cost of such fees from a

SPECIFICATIONS

progress or final payment to Contractor under their Contract, unless Contractor elects to pay such fees directly at the time of application for the security check.

All contractors, subcontractors, and their employees whether full time or part time working at District sites must undergo a criminal history verification for disqualifying convictions per ORS 342.143 as mentioned criminal history verification checks will be conducted at the contractor's expense, by RSD. Prior to entry of a Contractor's or subcontractor's employees onto a jobsite, the Contractor and the subcontractor shall provide a list of its employees who have successfully undergone the criminal history verification check. Upon Contract execution, the Contractor will supply a list of projected Contractor personnel as well as subcontractor personnel during the Construction Phase. These people will be expected to attend a meeting as a group to complete paperwork and undergo mobile fingerprinting services. They will then receive a temporary badge until final approval and issuance of final badge. All badges will be expected to be turned into the District at the conclusion of any of the badge owners at the conclusion of their participation on the Project.

57. UNIFORMS AND IDENTIFICATION

57.1 Contractor personnel must maintain a clean and professional appearance at all times while at a School District site.

58. INVOICING

58.1 All labor hours will be itemized on the invoice with the amount of hours, the hourly rate, and the total dollar amount. In the case of more than one hourly rate, all hourly rates will be itemized.

58.2 When applicable, all materials will be itemized with the amount of each item, the cost of each item and the total cost for each item used.

51. UNIFORM BUILDING CODE

58.3 Work shall conform to the latest adopted edition of the Uniform Building Code, as amended by the State of Oregon and as enforced by the Authority Having Jurisdiction for the Reynolds School District project location.

59. SCOPE OF WORK

59.1 Reynolds School District intends to award one primary and two alternate contracts for as needed general construction services. These contracts will be used to complete projects, under \$100,000, around the School District campus.

59.2 The primary contract holder will complete all projects with an estimated cost under \$30,000.

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- 59.3 Projects estimated to be between \$30,000 and \$100,000 will be assigned based on competitive quotes to be submitted by the three successful contractors. At the discretion of the School District projects under \$30,000 may be assigned to the Contractor who submits the lowest bid to this solicitation without a quote process.
- 59.4 Should the primary contractor be unable to provide services within a reasonable time, as determined by the School District, due to scheduling or other conflicts the secondary contractor will be given the project. If the secondary contractor is unable to provide services the project will be given to the third low bidder.
- 59.5 The extent of work involved includes minor alterations ordinary repairs, or maintenance of school property, and emergency repairs.
- 59.6 Successful contractor will be a full service shop capable of repair, remodeling and emergency services.
- 59.7 Projects over \$100,000.00 will go through a formal solicitation process.
- 59.8 Contractor shall, without additional expense to Reynolds School District, be responsible for obtaining licenses and trade Permits (including mechanical, plumbing and electrical), and for complying with any Federal, State and Municipal laws, codes, and regulations applicable to the performance of the work, unless expressly provided otherwise in other portions of the contract documents.
- 59.9 School District will pay Contractor the exact amount of the "plan check" and "building permit" fees charged by the Bureau of Development Services, if applicable.
- 59.10 All work shall be performed by trades people skilled in the work required. After completion of the work, all areas affected by the work shall be restored by the contractor to the original or better condition to the satisfaction of the Contract Administrator.
- 59.11 No additional charges will be allowed for failure to include all labor that is required for the work.
- 59.12 Work required in occupied areas must be coordinated with the School District to assure minimal disruption of normal activities.
- 59.13 If requested by the School District, Contractor will provide material waivers for each project.
- 59.14 Special circumstances requiring changes or deviations from the specifications will be brought to the Owner's attention before proceeding. Contractor must obtain written authorization from the Owner's Representative before proceeding with or

SPECIFICATIONS

- implementing any changes to the task order. The School District will not be responsible for any payments for any unauthorized changes.
- 59.15 All code violations encountered relating to existing systems which is or may be affected by the work to be installed shall be brought to the Owner's Representative's attention.
- 59.16 If confined spaces are encountered, Contractor shall follow and comply with all Federal, State and Municipal laws pertaining to confined space requirements.
- 59.17 The Contractor shall make every effort to recycle as much of the waste materials from project sites as possible. The School District may ask the Contractor to track waste materials disposed and/or recycled during the project and submit documentation to the Contract Administrator on any or all projects.

60. REQUIREMENTS

- 60.1 Successful contractor will have:
- 60.1.1 The ability to provide 24 hour response to emergency situations;
 - 60.1.2 A written safety policy;
 - 60.1.3 Have completed a minimum of four (4) PWR projects in the last 5 years;
 - 60.1.4 Have the ability to perform painting, sheet rock, basic carpentry and grid ceiling work with staff, not subcontractors;
 - 60.1.5 Company must have a minimum of twelve full time employees.

61. PRICING

- 61.1 The hourly rate is to include labor, consumable materials and supplies, overhead, supervision, mileage, travel time, and truck charge necessary or incidental to providing as needed remodel, repair, and general construction services. No fees or charges shall be invoiced outside of this rate, with the exception of supplies or materials for projects other than those specifically identified in bid which shall be invoiced at cost with a maximum 15 % mark up.
- 61.2 Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site. The School District shall negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.
- 61.3 Contractor shall submit a written quotation for project with a "Not to Exceed" price. The quotation will be based on the rates listed on the bid form, and will establish mobilization, materials and equipment charges for the project. Contractor shall visit project site and thoroughly investigate existing conditions prior to submitting

SPECIFICATIONS

- quotation. Contractor shall commence work within ten (10) calendar days upon issuance of the start work order, unless told otherwise in writing by the Contract Administrator.
- 61.4 The School District reserves the right to reject any or all quotations and re-bid individual projects as it may deem in its best interest at all times.
- 62. WORK REPORT**
- 62.1 The contractor shall provide a written report to the contract administrator no later than 8:30 am the next workday, each time they are called on to provide emergency services. The work report shall be on the company's letterhead showing the following:
- (a) Date and time of call
 - (b) Time spent on call
 - (c) Time of completion of call
 - (d) The cause of the problem that initiated the call
- 62.2 The work report shall be submitted to the contract administrator. This report is independent of any billing invoices.
- 63. STAFFING**
- 63.1 Contractor shall assign and retain a project superintendent/manager for the entire duration of the contract. This will be the point of contact for each project.
- 63.2 Contractor shall supply an adequate number of staff for each project at all times to ensure timely completion of the job assignment and proper coordination with all trades.
- 63.3 Contractor shall have at least one Project Manager, one Superintendent, and one Job Forman on their staff and be able to perform at least two trade services (Carpentry, Painting, Sheet Rock...) with their own staff.
- 63.4 Contractor shall check in with the appropriate School District personnel before proceeding with any work. Upon completion of work for the day, Contractor shall check out with the appropriate School District personnel before leaving the project site.
- 63.5 If subcontractors are needed to participate on the project, Contractor shall submit along with the quotation names and bids from all subcontractors that will be utilized to accomplish the work. School District will review the quotations and the subcontractor list prior to issuance of "Notice to Proceed" on a task order.

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64. MAINTAINING SERVICES:

- 64.1 In the event that any services must be interrupted during normal working hours, it shall be done only with the written consent of the Owner's Representative, and only for the date and duration mutually agreed upon.
- 68.2 Coordinate work with the Owner's Representative to ascertain mutually agreeable schedules.

65. SCHEDULING OF WORK:

- 65.1 All work must be performed in accordance with the schedule established for the project work in cooperation with the School District.
- 65.2 Contractor shall provide trades with information and shop drawings necessary to permit the trades affected to install their work properly and without delay.

66. INSPECTION

- 66.1 All work and materials shall be subject to a final inspection by an authorized representative of Reynolds School District. Any omission or failure on the part of the contract administrator to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- 66.2 If the Contract Documents, the contract administrator's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the contract administrator timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the contract administrator or other proper authorities, be uncovered for examination at Contractor's expense.

67. TEMPORARY UTILITIES

- 67.1 The Contractor may use water and electric power from School District-owned facilities at no cost, as available.
- 67.2 Maintain temporary facilities in a safe and proper manner and completely remove from the site prior to final acceptance.
- 67.3 Provide labor and equipment for temporary lines and services at no added cost to the School District.

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68. FIRE PROTECTION

68.1 Provide fire protection as required by Oregon Administrative Rules, Division 3, Chapter 437, Subdivision F, for building construction and demolition.

69. DUST CONTROL

69.1 If work includes sawing, coring, drilling, sandblasting, general demolition, or other activities that will create dust, review the work plan with the School District prior to starting work. The work plan shall include all methods required to retain or control dust so that they do not leave the immediate work site, present health hazards, or enter any public areas.

69.2 If conditions exist that cause dust become entrained by equipment activities, employ methods to control and abate nuisance dust conditions including, but not limited to:

- a. Cleaning, sweeping, or vacuuming areas to remove the dust source.
- b. Removing or relocating dust-creating materials or activities to other areas that will eliminate the dust problem.

70. WORK HOURS

70.1 The following work must be done after hours (defined as 5pm-7am):

- a. Work that occurs above occupied work areas.
- b. Work that is noisy, smelly, dusty etc.

71. DISPOSAL

71.1 Dispose of waste material off School District property and in accordance with applicable state, federal and local regulations.

71.2 Salvage or recycle construction and demolition debris, if feasible and cost-effective.

72. STAGING, PARKING AND WORK AREA

72.1 Access to and from staging, parking, and work areas shall be described in the Work Order.

72.2 Perform operations and movement within the staging, parking, and work areas in strict conformance with School District rules and regulations.

SPECIFICATIONS

73. STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT

- 73.1 The School District will designate the area in which the Contractor may store material and equipment.
- 73.2 Protect materials and equipment from damage, pilfering, etc., and fully relieve the School District of this responsibility.
- 73.3 Upon completion of the work, remove unused materials and equipment and restore the area to original condition.

74. CONTRACTOR RESPONSIBILITY

- 74.1 Contractor shall furnish all labor, materials, permits, equipment, tools and all other items necessary for and incidental to executing and completing the work. (except as otherwise identified).
- 74.2 The contractor shall clean the work site each day and upon completion of the project remove all debris from the premises.
- 74.3 The work site shall be left in a condition comparable with that at the beginning of the project. Failure to do so allows the School District to perform necessary clean-up action and bill the contractor for direct costs.
- 74.4 There is no guarantee of the quantity of work that the Contractor will be required to do. Work will be performed on an as needed basis.
- 74.5 The contractor shall be liable for any damage caused by its operation and be responsible to immediate cleanup and removal from the premises any debris, etc. generated by daily activity.
- 74.6 Work performed by contractor shall be monitored, reviewed and subject to acceptance by School District Contract Administrator.

75. SAFETY MEASURES

- 75.1 Contractor shall take all necessary precautions for the safety of employees on the job and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and the public. The contractor shall post danger signs warning against the hazards created by their operation and work in progress, if necessary.
- 75.2 If the Contractor fails to correct work that is not in accordance with safety requirements or industry standards or persistently fails to carry out the work in accordance with industry standards, the School District, by a written order, may

SPECIFICATIONS

order the Contractor to stop the work, or any portion of work, until the cause for such order has been eliminated; however, the right of the School District to stop the work shall not give rise to a duty on the part of the School District to exercise this right for the benefit of the Contractor or any other person or entity.

76. USE OF PREMISES

- 76.1 The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste materials or rubbish. At the completion of the work, they shall cause to be removed from and about the premises and adjacent areas, all rubbish, tools, used for work and surplus materials, and shall have the area “Broom Clean” and ready for use. In case of a dispute, Reynolds School District may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the contract administrator shall determine to be fair and equitable.
- 76.2 The Contractor shall be responsible for repairing or replacing any property damaged by their operations within twenty (20) days after notification by the contract administrator that damage has occurred.

REYNOLDS SCHOOL DISTRICT
STANDARD GENERAL CONDITIONS -
PUBLIC IMPROVEMENT PROJECTS

SAMPLE SERVICES CONTRACT

This contract is between Reynolds School District, a political subdivision of the State of Oregon ("County"), and _____, ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This contract sets forth the responsibilities and clarifies the relationship between the School District and the Contractor.
- 1.2. All work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry, in accordance with industry standards. School District's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at Contractor's expense.
- 1.3. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.

SECTION 2 - CONSIDERATION

- 2.1. Contractor shall perform the work described in Attachment A, in consideration for which School District agrees to pay for the work in the manner as further described in this contract.
- 2.2. The maximum amount payable under this contract is \$_____, unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior School District approval; but School District reserves the right to ratify and pay for such services in its sole discretion.
- 2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the School District Contract Administrator.

SECTION 3 - CONTRACT TERM

- 3.1. The effective date is: _____, or upon final signature, whichever is later.
- 3.2. The expiration date is: _____, unless otherwise amended.

- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the School District's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

- 4.1. The following documents are incorporated into this contract:

- solicitation # ____.
- Contractor's response dated ____.
- Standard Contract Terms and Conditions, provided however, insurance under Article 25.4 is not required.

- 4.2. The following Attachments are incorporated into and made a part of this contract:

- Attachment A - Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Standard Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - Specific Program Requirements
- Other - Prevailing Wage Standards.

- 4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor's response.

SECTION 5 - SCHOOL DISTRICT CONTRACT ADMINISTRATOR

Name: Rachel Hopper
Address: 1204 NE 201st Ave
Fairview, Oregon 97024-2499
E-mail: RHopper@rsd7.net

SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature

Date

Name (Printed)

Title

Business Name or DBA(Check Payable to):_____

Address: _____

Email Address

DUNS Number and/or CCB (if applicable)

Contractor Contact Person:

Name: _____

Telephone: _____

Address: _____

E-Mail: _____

COUNTY:

Signature

Date

Printed Name

Title

Recording Secretary: _____	(For use with Board items)
_____	Minute Order #: _____

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written notice to School District. School District shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** School District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the School District Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between School District and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Reynolds School District for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The prevailing party in any litigation instituted under this agreement shall be entitled all reasonable attorneys' and/or expert fees incurred in that action and any appeal thereof.
5. **Remedies Cumulative.** All rights and remedies of School District and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of School District according to law.
6. **Severability/Waiver.** School District and Contractor agree that, if any term or 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 not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. 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.
7. **Public Contracting Statutes.**
 - 7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

- 7.2 The Contractor agrees to:
- a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the School District on account of any labor or material furnished pursuant to this contract; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. **Independent Contractor.**

- 8.1 Contractor shall perform the work required by this contract as an “Independent Contractor.” Although School District reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the School District cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by School District relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2 Contractor represents and warrants that Contractor is not an employee of the School District, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the School District, as those terms are used in ORS 30.260 et. seq.
- 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.
- 8.4 Contractor agrees to immediately provide School District notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without School District’s written consent, any obligation of Contractor to indemnify School District for any actions under this contract.

9. **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the School District’s premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the School District.

11. **Termination.**

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of School District; however, Contractor must provide written notice to the School District Contract Administrator and provide School District with thirty days to cure the default.
- c. School District may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the School District, fails to correct such failures within seven calendar days or such other period as the School District may authorize or require.

11.2 Upon receiving a notice of termination issued by School District, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by School District in the notice of termination.

11.3 In the event the Board of Commissioners of Reynolds School District reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then School District may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the School District, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, School District may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to Contractor. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on School District from such winding down and cessation of services.

11.5 The rights and remedies of the School District provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, School District shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to School District all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

13. **Force Majeure.** Neither School District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, School District's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a

cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
 - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 15.5 Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of School District Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of School District that are necessary to perform the services under this contract and shall have no right of access to any facility of the School District without prior approval of School District management. School District shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on School District premises.
18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the School District except on prior specific written authorization from School District management.

19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
20. **Warranties.** Contractor represents and warrants to School District that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that School District and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the School District to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply School District with Contractor's DUNS Number.
22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to School District upon request and shall be considered the exclusive property of the School District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants School District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the School District or produced by Contractor under this contract.
23. **School District Policies.** During the performance of this contract, Contractor shall follow School District's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the School District Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.
24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The School District agrees to promptly notify Contractor in writing of any such claim

or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.

25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the School District. A waiver of subrogation in favor of the School District shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the School District for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Reynolds School District, its agents, officers, elected officials and employees.
- 25.4 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 25.5 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the School District. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.6 **Additional Insureds.** The School District, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 25.7 **Insurance Certificates.** Contractor shall deliver to the School District, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an

affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

- 25.8 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the School District.
26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
29. **Security of Information**
- 29.1 The School District is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the School District who becomes aware of any potential breach of a document or electronic file containing personal information of client of the School District will immediately notify the Contract Administrator, who will work with the School District Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- 29.2 No School District Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

- 29.3 Any School District Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
30. **Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services.
- 30.1 Should Contractor fail to perform the scope of work or to meet the performance standards established by the resulting Contract, the Contracting agency may (a) withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the statement of work or to meet the performance standards established by the resulting Contract; and (c) declare default of the Contract, to terminate the resulting Contract, and to seek damages and other relief available under applicable law.
31. **Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:
- a. Reducing or withholding payment;
 - b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
 - c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
32. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

BID FORM PACKET

**INVITATION TO BID
AS NEEDED AS NEEDED MINOR ALTERATIONS,
REPAIR, OR MAINTENANCE OF SCHOOL
PROPERTY, AND ALSO EMERGENCY REPAIRS**

**CERTIFICATION AND CONTRACT OFFER
BID FORM(S)
INSURANCE REQUIREMENTS CERTIFICATION FORM
SUSTAINABILITY QUESTIONNAIRE**

**BID CLOSING: 2:00 P.M.,
Thursday MARCH 31, 2016**

REYNOLDS SCHOOL DISTRICT PURCHASING DIVISION
RACHEL HOPPER, CFO/COO
1204 NE 201ST AVENUE
FAIRVIEW, OREGON 97024-2499

THIS BID FORM PACKET MUST BE RETURNED WITH YOUR BID

CERTIFICATION AND CONTRACT OFFER

**BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE
OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS**

BID CLOSING: 2:00 P.M., THURSDAY, MARCH 31, 2016

The undersigned, having carefully examined the Special Instructions, Specifications, General Instructions, and all other related material and information agree to comply with the terms set forth in those documents and to furnish the services as specified to Reynolds School District at the prices bid.

The bidder further agrees that this offer to supply services will remain in effect at the prices bid for a period of not less than 90 calendar days from the date that bids are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the School District Administrator or Board of Commissioners, and an award is made thereon, the bidder agrees to enter into a contract with Reynolds School District to furnish these services as specified for the prices bid.

The bidder hereby certifies that it has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract.

The bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Reynolds School District may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

The bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS** – The bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

The bidder will provide immediate written notice to the School District if at any time prior to contract award, the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the bidder's responsibility.

The bidder hereby certifies that:

1. It has an employee drug and alcohol testing program in place.
2. It agrees to comply with the provisions as required by ORS 279C.800 to 870 or 40 U.S.C. 3141 et seq. for the payment of prevailing wages.
3. It has carefully examined all bidding documents and addenda (if any) numbered _____ through _____ inclusive.
4. It will extend pricing and terms to other public agencies Yes or No
5. Is a resident bidder as defined in ORS 279A.120* Yes or No
6. Is registered with Oregon Construction Contractors Board (ORS 701.026)
 Yes or No Reg. CCB # _____ Expiration Date _____
7. Has workers compensation. Workers' Compensation Company: _____
Policy/Binder # _____

SIGNED BY:	DATE:
PRINTED NAME:	TITLE:
FIRM	DUNS Number (if applicable):
MAILING ADDRESS:	PHYSICAL ADDRESS:
CITY, STATE and ZIP	E-MAIL ADDRESS:
PHONE: (AREA CODE)	FAX: (AREA CODE)

*ORS 279A.120(1)(b) - Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: General Contactor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	General Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Laborer	250 hours	\$	\$
4.	Carpenter	75 hours	\$	\$
5.	Dry wall finish	50 hours	\$	\$
6.	Painting	40 hours	\$	\$
7.	Subtotal (add total of lines 1-6)			\$
8.	Contractors Overhead and Profit Percentage			%
9.	Overhead & Profit (multiply lines 7 x line 8)			\$
	TOTAL [add line 7 (Subtotal) to line 9 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIR

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Electrical Contractor, (Line Voltage)

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Electrical Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	75 hours	\$	\$
3.	Craftsman	1000 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIR

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Electrical Contractor, (Line Voltage)

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Electrical Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	150 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Plumbing Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Plumbing Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	150 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Fire Sprinkler Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Fire Sprinkler Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Fitter	150 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Glazing Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Glazing Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	150 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Commercial Kitchen Equipment & Maintenance Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Kitchen Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	250 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Fire & Water Restoration Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Restoration Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	250 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Mechanical, (Heating, Ventilating, and Air Conditioning), Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	HVAC Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Craftsman	150 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the

contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Flooring Installation Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Flooring Installation Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Laborer	250 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Painting Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Painting Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Laborer	250 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

BID TITLE: AS NEEDED MINOR ALTERATIONS, REPAIR, OR MAINTENANCE OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS

BID CLOSING: 2:00 P.M., Thursday MARCH 31, 2016

FIRM SUBMITTING BID: _____

FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

TRADE BEING SUBMITTED FOR: Parking Lot Maintenance & Repair Contractor

No fees or charges shall be invoiced outside of the rates below, with the exception of materials for projects, other than consumables, which shall be invoiced at cost with a maximum 15 % mark up. The School District will negotiate mobilization costs, or require them on estimates, for each individual project. These costs should not be built into the hourly rates.

#	Description	Est. Quantity	Labor Per Hour	Total (Est. Qty x Labor per Hr)
1.	Parking Lot Maintenance & Repair Contractor PM/Superintendent	25 hours	\$	\$
2.	Foreman	100 hours	\$	\$
3.	Laborer	250 hours	\$	\$
4.	Subtotal (add total of lines 1-3)			\$
5.	Contractors Overhead and Profit Percentage			%
6.	Overhead & Profit (multiply lines 4 x line 5)			\$
	TOTAL [add line 4 (Subtotal) to line 6 (Overhead & Profit)]			\$

Provide the following for informational purposes. These values will not affect bid award, but will be enforced upon contractor invoicing:

Materials Mark-Up: _____% Subcontractor Billing Mark-Up: _____%

Mark-Up will not be allowed on equipment rental, the School District will reimburse the contractor for direct rental cost only.

INSURANCE REQUIREMENTS CERTIFICATION

The following minimum insurance will be required of the successful bidder(s). It is strongly advised that Bidders give this information to their insurance agent to verify that all requirements can be met. A waiver of subrogation in favor of the School District shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

Bidders should verify with their insurance agent that all insurance requirements can be met. Inability to provide proof of required insurance and endorsement may result in loss of award.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Reynolds School District, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$_____ each occurrence/aggregate for Bodily Injury and Property Damage.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Reynolds School District during the term of this contract.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor’s vehicles whether owned, hired, or non-owned.

No requirement in excess of that required under state law.

3. **WORKERS’ COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers. No Workers’ Compensation Insurance has been or will be obtained by the School District for Contractor or Contractor’s employees and subcontractors. Contractor shall provide and maintain workers’ compensation coverage for its employees, officers, agents or partners as required by applicable workers’ compensation laws including employers’ liability with limits not less than \$500,000/ \$500,000/ \$500,000.

4. **OTHER COVERAGE REQUIRED**

POLLUTION AND ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs.

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$_____ to cover Theft, Disappearance and Destruction of School District cash or negotiable securities in the care, custody or control of the contractor

OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the School District for each policy required above shall be filed with the School District prior to the effective date of any contract entered into between School District and bidder.

I certify that the above insurance is available and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The School District reserves the right to go to the next bidder available for award if the certificate is not received within 10 days

By: _____

Date: _____

APPENDIX

FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

Project Name: _____ Bid # _____

Bid Closing Date: _____ Bid Closing Time: _____

Prime Contractor: _____ Contact Name: _____

Signature: _____ Phone Number: _____

List below the name of each subcontractor that will be furnishing labor or that will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are not subcontractors that need to be disclosed. *(ATTACH ADDITIONAL SHEETS IF NEEDED)*

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK

Failure to submit this form by disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

- A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- This list is to be completed and submitted no later than two (2) work hours after the time bids are due.
- A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- A subcontractor may file a complaint under ORS279C.590 based on the disclosure requirements of this subsection (1) of this section.

BIDDER RESPONSIBILITY FORM

**Project Name: AS NEEDED MINOR ALTERATIONS, REPAIR, OR AINTENANCE
OF SCHOOL PROPERTY, AND ALSO EMERGENCY REPAIRS**

All information shall be typed or printed legibly

Note: Information provided in this form is part of the inquiry concerning bidder responsibility, and this form must be submitted with your bid as specified in General Instructions to Bidders Section 45.

Part A

Submitted by: _____
Signature Date

Name (print): _____

Name of Firm: _____

Address: _____

Phone: _____

Email: _____ Fax: _____

1. How many years has your organization done business as a General, Electrical, Plumbing, HVAC, Flooring Installation, or Painting Contractor under the present business name?

-

How many years under different name(s)?

List different names, if any, and dates of operation:

2. How many years has your organization been in business under its present business name?

How many years under different name(s)?

List different names, if any, and dates of operation:

Part B – Complete the appropriate Portion Below

1. Bidder is an INDIVIDUAL:

Name of individual

(First Name, Middle Initial, Last Name)

Doing Business as

2. Bidder is a CORPORATION:

Name of Corporation as registered with the state of Oregon:

Date of Incorporation: _____ State of Incorporation:

Name of President

Name of Secretary

Name of Treasurer

Name of Manager

3. Bidder is a LIMITED PARTNERSHIP:

Name of Limited Partnership
as registered with the state of Oregon:

Name of persons or parties composing the Limited Partnership (Indicate whether an individual or corporation):

4. Bidder is a GENERAL PARTNERSHIP:

Name of General Partnership
as registered with the state of Oregon:

Name of persons or parties composing the General Partnership (Indicate whether an individual or corporation):

5. Bidder is a JOINT VENTURE:

Name of Joint Venture
as registered with the state of Oregon:

Name of persons or parties composing the Joint Venture (Indicate whether an individual or corporation):

Part C

1. What percent of the work do you normally perform with your own forces?

List Trades directly employed by you:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

2. List the Construction Equipment you own or lease long-term (*Add additional sheets if required*):

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. Have you ever failed to complete any work awarded to you?

 Answer yes or no

If so, indicate when, where, and why. _____

4a. Have you ever defaulted on a contract? _____ If so, indicate when, where and why.
 Answer yes or no

4b. What result: Lawsuit? Judgment? Arbitration? Settled? Other?
 Circle the one that most applies

If other, explain: _____

4c. Are there currently any unpaid judgments against the business or any of its principals?

Answer yes or no

If so, describe: _____

5. Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? _____. If so, describe circumstances below:
 Answer yes or no

6. List major projects your organization currently has under contract as the general contractor:

Project name: _____

Owner / Contact Name & phone #: _____

Architect/Engineer: _____

Contract Amount / Contract Date: _____

% Complete / Schedule Complete: _____

Project name: _____
Owner / Contact Name & phone #: _____
Architect/Engineer: _____
Contract Amount / Contract Date: _____
% Complete / Schedule Complete: _____

Project name: _____
Owner / Contact Name & phone #: _____
Architect/Engineer: _____
Contract Amount / Contract Date: _____
% Complete / Schedule Complete: _____

Add additional sheets listing projects as required.

7. List at least three completed (3) projects that your organization has completed in the past five (5) years as the general contractor. (Reference sites shall be within fifty (50) miles of Portland if possible).

Project
name:

Owner / Contact Name & phone #:

Architect/Engineer:

Contract Amount / Date Awarded:

% Completed with own forces:

Completed On Time and Within Budget Yes _____ No _____

If No explain on a separate paper

Project
name:

Owner / Contact Name & phone #:

Architect/Engineer:

Contract Amount / Date Awarded:

% Completed with own forces:

Completed On Time and Within Budget Yes _____ No _____

If No explain on a separate paper

Project
name:

Owner / Contact Name & phone #:

Architect/Engineer:

Contract Amount / Date Awarded:

% Completed with own forces:

Completed On Time and Within Budget Yes _____ No _____

If No explain on a separate paper

Project
name:

Owner / Contact Name & phone #:

Architect/Engineer:

Contract Amount / Date Awarded:

Percent Completed with own forces:

Completed On Time and Within Budget Yes _____ No _____

If No explain on a separate paper

Add additional sheets listing projects as required.

8. List the experience of the individuals in your Organization that will be assigned to this contract:

PROJECTS MANAGER

Individual's
Name:

Experience - years:

Present position & years with organization:

SUPERINTENDENT

Individual's
Name:

Experience - years:

Present position & years with organization:

FOREMAN

Individual's Name: _____

Experience - years:

Present position & years with organization:

- 8a. Have any of the principal individuals in your Organization been convicted under state or federal statutes for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the performance of a contract or subcontract e.g. embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property? _____. If so, describe circumstances below:
Answer yes or no

- 8b. Have any of the principal individuals in your Organization been the subject to a civil judgment for fraud? _____. If so, describe circumstances below:
Answer yes or no

9. Bank References:

_____	_____
_____	_____
_____	_____

10. Trade References:

11. List names of Bonding and Insurance Companies, name and address of agents, and maximum bonding capacity.

What portion remains on this Bonding Capacity at the time of submittal of the Bid?

12. The apparent low bidder agrees to furnish, upon request by the School District, within five (5) days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items (note: if requested):

- Current assets: (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.
- Current liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

Date of statement or balance sheet:

Name of firm preparing statement:

By:

Bidder's Initials: _____

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

The Sustainability Questionnaire must be completed and returned with your bid/proposal. This questionnaire is applicable to firms that provide services and/or goods to the School District.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Check the items that apply.

- We apply environmental criteria when making purchasing decisions
- We purchase “green” (recyclable, reusable, non-toxic) supplies, products and materials
- We specify sustainable products and or locally manufactured products

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues.

2. What type of sustainable packaging/shipping materials do you use? Check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Check the items that apply.

- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles
- We purchase carbon offsets

Other – describe your company’s Green Transportation plan for your operation or provide a link.

4. What does your company do to minimize the environmental costs associated with shipping? Check the items that apply.

- We combine deliveries with customer visits
- We consolidate deliveries
- We utilize electronic communications and electronic transfer of documents

Other – describe what your company’s does to minimize the environmental costs associated with shipping.

5. Has your company ever been cited for non-compliance of any environmental or safety issues? Check the item that applies.

No, my company HAS NOT been cited for non-compliance

Yes, my company HAS been cited for non-compliance

State the reason, date and outcome of the citation.

6. Does your company have web-based material available documenting your “Green” initiatives? Check the items that apply.

Our website, includes “Green” reference information (provide Link)

Our website, includes an environmental policy statement (provide Link)

Our website, includes our company’s Sustainability Report (provide Link)

Other – does your company have other web-based materials available documenting your “Green” initiatives (Provide Link)

7. If you are providing a product, to your knowledge, has the manufacturer of the product that you are bidding or proposing ever been cited for non-compliance of any environmental or safety issue? Check the item that applies.

No, the manufacturer of the product HAS NOT been cited for non-compliance

Yes, the manufacturer of the product HAS been cited for non-compliance

State the reason, date and outcome of the citation.

8. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit) Check the items that apply.

We recycle consumables, reduce waste and practice energy reduction when possible

We have a company-wide Recycling Program

We have formed a Sustainability Committee to identify sustainable solutions for our company

Other – what other programs do you have in place, or planned for promoting resource efficiency.
