



**REQUEST FOR PROPOSALS**  
**Solicitation No: RFP 20-0020**

**For the Provision of**  
**Custodial Chemicals & Supplies**

**RFP Closing (Due Date & Time):**  
**April 1, 2021 at 2:00 PM Pacific Time**

**Issued by:**  
**Beaverton School District 48J**  
**16550 SW Merlo Road**  
**Beaverton, Oregon 97003**  
**March 9, 2021**

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**REQUEST FOR PROPOSAL (RFP)**

Solicitation No: RFP 20-0020

**Summary**

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Custodial Chemicals & Supplies for the Beaverton School District on an as needed basis.

A **Pre-Proposal Conference** is not scheduled for this solicitation.

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

**SOLICITATION DUE DATE AND TIME (CLOSING):**

**April 1, 2021 at 2:00 PM Pacific Time**

No public opening will occur. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

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

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents.

All questions and comments regarding this solicitation must be directed **ONLY IN WRITING** to Larry Pelatt, by email to: [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us)

**PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.**

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

SECTION I – INTRODUCTION  
Solicitation No: RFP 20-0020  
Custodial Chemicals & Supplies

**1. INTRODUCTION:**

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

**2. DEFINITIONS:**

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

**3. SOLICITATION REVIEW:**

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

**4. BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 41,000 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, and five (5) Options Schools.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

**5. SCOPE OF WORK:**

The purpose of this solicitation is to establish a Master Contract to provide Custodial Chemicals & Supplies. The District provides no guarantee of quantity or frequency of orders.

**6. CONTRACT:**

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

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

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

**7. AMENDMENTS:**

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

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**8. CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer will be issued a Contract effective upon full execution, through June 30, 2022.
- b. Should the District elect to extend the Contract for an additional one (1) year term, the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The District may elect to extend the Contract for a total of five (5) additional one-year terms. In no event will the contract be extended beyond June 30, 2027.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2022 and through June 30 of each contract period, when extended.

**9. CONTRACT ADMINISTRATOR:**

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

**10. DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Krista Hawkins, or designee.

**11. SOLICITATION SCHEDULE:**

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

**Solicitation Milestone**

Advertise Solicitation  
Deadline for Questions  
Submit Proposals

**Completion Date**

March 9, 2021  
March 26, 2021  
April 1, 2021

**12. CONTACT DURING SOLICITATION:**

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

## **USDA NON-DISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## SECTION II – STATEMENT OF WORK

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Custodial Chemicals & Supplies

1. **STATEMENT OF WORK.** The selected Provider(s) shall provide all labor, plant, equipment, transportation and other facilities and services to provide Custodial Chemicals & Supplies on a just in time basis to multiple sites in the District. It is the intent of these contract(s) to leave the custodial warehouse “stockless” while still providing each school and department (Site) with timely delivery of a wide range of quality custodial supplies.
2. **PROPOSER REPRESENTATIVE.** Proposer shall provide the District a representative of the Proposer who shall function as the single point of contact to ensure supervision and training of District staff, and act as liaison as necessary to meet contractual requirements in order to assure end user satisfaction. The representative shall be available at all times during normal District working hours throughout the term of the contract.
3. **PRODUCT CONDITIONS.**
  - a. All products shall meet standards set by the Consumer Product Safety Commission.
  - b. All deodorizing disinfectant cleaners shall meet OSHA Blood Borne Pathogen Standards. The Contractor shall be responsible for ensuring that current MSDS literature is available in each facility are for all of the products it provides.
  - c. In accordance with Superfund Amendments and Reauthorization Act (SARA) Title III, the Provider shall provide SDS information is available for all hazardous and potentially hazardous material shipped pursuant to this contract. The appropriate SDS shall be included with each shipment where required by SARA.
4. **INSTALLATION.** When installation is required:
  - a. All material, equipment or supplies shall be installed pursuant to the manufacturer’s recommended installation instructions and acceptable industry practices. If the dispenser footprint does not match existing dispenser footprint, the Provider shall patch and paint to match the exiting wall surface. Provider should have an Asbestos III certification in order to replace dispensers in the schools with Asbestos containing materials. The District will supply color samples, but not the product for patching/painting of the surface. All work shall be performed in a quality, workmanlike manner for the purpose intended.
  - b. The Contractor shall unload and place the material, equipment or supplies at the final resting point as directed. The District accepts no responsibility for unloading and placing of the aforementioned.
    - i. Any cost incurred due to the failure of the Contractor to comply with this requirement shall be charged against the Supplier’s account.
    - ii. No help for unloading shall be provided by the District.
      - A. The Contractor shall notify their delivery personnel accordingly.
      - B. The Contractor shall become acquainted with the conditions at the site to reduce any delivery and installation concerns.
  - c. Contractor shall remove all debris and rubbish resulting from his work in an acceptable manner to an off-site (non-District) location. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, each work site cleaned, and everything in proper repair, and working order.
  - d. Equipment and supplies shall be stored at the site only after receipt of written and signed approval from the District Contract Manager or designee has been received. On-site storage shall be at the Contractor’s risk and shall be avoided to prevent possible damage or loss.
  - e. Installation shall progress in a manner causing the least inconvenience to the District and shall take place with proper consideration for the rights of other Contractors or workmen in cases of concurrent operations.

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5. **TRADE IN.** Equipment for trade-in shall be dismantled by the Contractor and removed at Contractor's expense. The condition of the trade-in equipment at the time it is turned over to the Contractor shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is" and "where is". Equipment shall be available for inspection only at the delivery point listed for new equipment unless otherwise specified.
6. **ORDERING PROCEDURES.**
  - a. Contractor shall supply a web-based on-line ordering system.
    - i. System shall allow custodial foreman, at each school, to place an order in the vendor's software from a shopping list of approved items.
    - ii. System shall have the ability to respond back to foremen to confirm that their order has been received and is awaiting approval.
    - iii. System shall allow appropriate District personnel to view each school order, make changes, and approve the order.
    - iv. System shall include the ability to save orders, shall include a shopping list for the custodial foreman and downloadable management reports to District.
  - b. Once all orders are approved by the appropriate District personnel, the Contractor will be notified and asked to submit a single quote for all the approved orders. A purchase order will be created by the District for the total.
  - c. Within three (3) working days of purchase order receipt, the Contractor shall deliver supplies to each Site indicated on the order. All orders shall be packaged separately for each Site and contain a packing slip detailing the description, unit price, extended price, order quantities and/or back-order designation. The Contractor shall maintain a 100% fill ratio on contracted stock items.
  - d. The Contractor's order processing procedure shall provide an efficient method to handle return of items ordered in error or delivered in error. The Contractor shall be responsible for pickup of all returns on its next delivery. Credit memos shall be issued promptly for all items returned. There shall be no re-stocking charge for returns of contracted items. When it is the fault of the District, special order products, non-contract items and catalog items may be charged a restocking fee of not more than 10% of the total cost for each returned item.
  - e. The Contractor shall provide a quarterly report to Custodial Services detailing activity by item number, by Site.
7. **DELIVERY.** Notwithstanding "delivery" as specified in the Provider's Offer:
  - a. No items shall be shipped or delivered until receipt of a District purchase order.
  - b. If, for reasons beyond the control of the Contractor, a delivery cannot be made by any specified date, it will be the Contractor's responsibility to notify the Contract Manager of the reason for the delay and the new delivery date.
  - c. All deliveries shall be made between 7:00 A.M. and 2:30 P.M., Monday through Friday and shall be delivered directly to each site indicated on each purchase order.
  - d. Deliveries shall not be made on Saturday, Sunday, or a legal holiday unless the delivery is declared an emergency, in which event the convenience of the District shall govern.
  - e. In some instances, products may require next day delivery. Contractor shall be capable of offering next day delivery in emergency situations (at the District's sole discretion).
  - f. The Contractor shall furnish signed proof of delivery in every instance and all deliveries shall be accompanied by delivery tickets or packing slips.
  - g. Delivery receipts shall be signed by the designated school custodian at each site. One copy shall be left at the site and the original shall be sent with the invoice to the attention of Custodial Services at 2180 SW 170th Ave., Beaverton, OR 97003. The invoice shall contain all the elements and information as

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required in the above described delivery instructions. Custodial Services approval for payment on any Contractor invoice will be made after a three-way match of the original order, the invoice, and receipt documentation.

- h. The Contractor shall be responsible for the delivery of all items in good condition to the designated site.
  - i. If the Contractor is using a third-party delivery service or supplier, the Contractor shall file with the carrier all claims for breakage, imperfections, and other losses (which may be deducted from invoices).
  - ii. The receiving District representative will make note when packages are not received in good condition.
- i. Minimum delivery requirements. The minimum delivery requirements may be altered at the District's discretion, with 30 days' written notice.
  - i. Elementary School Sites: Once per month or as determined by District need;
  - ii. Middle School Sites: Once per month or as determined by District need;
  - iii. High School Sites: Once per month or as determined by District need;
  - iv. Support Sites: Once per month or as determined by District need;

8. **SPECIFICATIONS.** The specifications contained on the Price Schedule (Attachment G) reflect items that have been purchased in the past or are of known quality and acceptable to the District. If the item specifications indicate "or equal", Proposers may offer other than the specified item if the item proposed is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, suitability for the purpose intended, and warranty. Proposers must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during evaluation. Descriptive literature provided must be of sufficient scope so as to allow the District to make an intelligent determination as to the suitability of the product Offered for the District's needs. Failure to provide adequate descriptive literature may be cause to declare the Offer non-responsive and reject the Offer. The District retains the sole right to determine if a product proposed is, in fact, equal to that specified in this solicitation. If there is any doubt as to the suitability of a product proposed on an or-equal basis, the product may be rejected in favor of a proposal which provides the specified product. If the item specifications indicate "no substitute" or "only", proposals which offer only the specified item will be considered.

a. **Specified Items.**

- i. The Price Schedule lists the supplies frequently used by the District and the approximate annual quantities used by the District. The Proposer shall complete the Excel spreadsheet (Attachment G) indicating the cost per unit of measure.
- ii. The District does not guarantee to purchase all the products listed in the quantities indicated. The estimated quantities only indicate usage of these specific items in the past. Reductions in non-salary budgets within individual schools and departments can impact the District's ability to purchase supplies at levels of past years.
- iii. Alternative "or equal" products offered shall be listed on the final page of the Price Schedule (Attachment G) and list the cost that when extended quantifies the usage that would be equal to the specified product. (take into account dilution rates that would provide an equivalent quantity of usable product). ALL FIELDS SHALL BE COMPLETED. If you want to supply an alternative "or equal" product, please provide a sample to the District by April 1, 2021 or list contents.
- iv. The Proposer may provide a list of environmentally preferred cleaning products, supplied as an attachment (following the format of the Price Schedule). Include documentation of these products and supplies indicating that they are environmentally preferable products.

b. **Catalog Items.**

- i. Custodial products ordered but not included in the Price Schedule shall be provided to the District at a percentage off published catalog price, FOB Destination, Freight included.



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9. **QUANTITIES.** Unless otherwise specified herein, the District intends to purchase the quantities indicated on the Price Schedule. However, the District's requirements may increase or decrease prior to issuing a PWA/purchase order and the District reserves the right to increase or decrease quantities at its discretion. The District shall not be liable for any inventories maintained by the proposer in anticipation of orders.
10. **SERVICES.** At the District's request, Provider shall:
- a. Provide orientation sessions for end-users at each Site to introduce its company and sales representative assigned to the District account.
  - b. Provide product procedure and safety training for the District's Custodial personnel. Contractor shall assist with troubleshooting and training sessions when specific situations come up throughout the contract term.
  - c. Furnish and install product dispensing systems at no cost to the District.
    - i. Install dispensers at contract start-up.
    - ii. Replace damaged and malfunctioning dispensers at no charge to the District throughout the term of the contract. The District shall be responsible for installation of replacement dispensers.
    - iii. All dispensing equipment required service and accuracy testing shall be provided at no charge to the District.
  - d. At contract termination the Contractor will purchase back and remove at their own expense:
    - i. All surplus papers, hand soap, and dispensers remaining at the end of the contract.
    - ii. All surplus chemicals and custodial supplies, in unopened containers, remaining at the end of the contract.
    - iii. The buy back and removal of the supplies shall be completed within thirty (30) days after written notification. The buyback price on the supplies shall be at the price reflected on the most recent order form.
  - e. Provide product samples for additional items to be considered subsequent to the award at no charge.
    - i. All product samples shall be clearly labeled with the manufacturer's brand name and/or number and the Contractor's name.
    - ii. All product samples shall become the property of the District.
11. **CHEMICAL DILUTION CONTROL CENTERS.** Contractor shall provide and install chemical dilution control centers.
- a. The Chemical Dilution Control System shall accurately, safely, and automatically blend and dispense liquid cleaning products from a centralized workstation. The entire system including the containers of super concentrate cleaning products shall be contained within a key-locked cabinet that can be easily and safely installed on a vertical wall surface. Stainless Steel cabinets are preferred. The objective is to have a system where a user can simply push a button and ready-to-use cleaning products will dispense into spray bottles, mop buckets, and carpet extractors.
    - i. Number and location of dispensers varies by school and size of the building. The quantity of chemical dilution control centers shall remain the same as currently existing including:
      - A. Approximately 30 two-button chemical dilution control centers
      - B. There are approximately 225 four-button chemical dilution control centers in key locked cabinets (see photo included as Exhibit J)
      - C. 63 hand-held dispensers
  - b. In-Bottle Metering Devices required. Primary metering devices (tips) shall be located inside each chemical concentrate bottle.
    - i. If required to meet dilution specifications, a secondary metering tip installed in the dilution control center is permissible.

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- ii. In-bottle cross contamination prevention devices are preferred, to avoid chemical cross contamination when products are changed from one to another. This is especially important in locations where portable hand-held dispensers are required.
- iii. Secure fitting, lever-activated cap shrouds are preferred over plastic-threaded caps to connect chemical concentrates to the dilution control center.
- c. Backflow Prevention. Every dilution control center shall be properly protected with an air gap backflow prevention device or reduced pressure zone (RPZ) backflow preventer, as specified by code. This device shall meet all existing water district cross connections control standards and prevent cleaning products from siphoning into the public water supply.
- d. Hard-Plumbed Connection to Water Source required. Wall-mounted chemical dilution control centers shall be hard-plumbed to existing water source.
  - i. Installation shall be in accordance with the local/state code requirements, using hose connections approved for constant water pressure (e.g. stainless steel braided hoses rated up to 1500 psi).
  - ii. Permanent in-line flushable filters shall be required, to protect the dilution control system from contaminants in the water line at all locations.
- e. Dilution Control Center Maintenance. The Provider shall maintain the dilution control systems in full working order.
  - i. The District has hundreds of dilution control centers. Repairs shall be completed in a timely manner.
  - ii. District requests to service and repair dilution control equipment shall be completed within 72 hours of request.
  - iii. An on-staff full-time blend center specialist shall be preferred by the District.

### 12. RESTROOM PAPERS AND DISPENSERS

- a. **PRODUCTS:**
  - i. Paper Towels. Shall be roll-type. Towels may be bleached or unbleached. Towels shall be a minimum of 8" wide, or approved equal.
    - A. Current Product: Georgia Pacific Cormatic Commercial Roll Towels #2910P 8.25" x 700 ft per roll 2887 Sq. Ft. /Case. Fits dispenser HDS200B or HV200K
  - ii. Center Pull Towels. Roll length is 600 feet. The towels shall be 2 ply and white or approved equal.
    - A. Current Product: Eco Green #EC600 towel. 100% recovered paper fiber and minimum 60% post-consumer material by weight. It contains no added dyes, fragrances and is processed chlorine free. Green Seal certified, 7.667"x11.75". Fits dispenser GP-58201
  - iii. Touchless Paper Towels: Roll length is 800 feet white.
    - A. Current Product: Fort James (Georgia Pacific) Enmotion GP89460 10"x800', 1.625 core size. 4,000 sq. ft. case. Fits dispenser GP-59462
  - iv. Tissue Paper. Bleached, single ply, sheet size 3.9" x 4.0", Coreless, absorbency: 12 sec max., or approved equal
    - A. Current Product: Georgia Pacific Cormatic #19374, 3,000 sheet 1-ply Compact Recycled Coreless Toilet Paper Roll. Fits dispenser GP-56790A
  - v. Hand Soap. Soap, Foam, Green Seal which shall dispense fully (no waste), 1250 ML container. Product shall be individually packaged (bulk shall not be accepted) or approved equal.
    - A. Current Product: Affinity foam soap Fragrance and dye free green seal, HL41103 or HL39003. Fits Affinity Dispenser HL22281
  - vi. Environmentally Preferred Products (EPP).
    - A. Environmental Protection Agency (EPA) compliant recycled products preferred
    - B. Tissue – elemental chlorine free (ECF)
    - C. Towels minimum 20% Post Consumer Fiber (PCF)

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- D. All products shall meet EPA guidelines ii. All literature and environmentally preferred documentation for each product shall be supplied the District.
- b. DISPENSERS. Dispensing fixtures shall be delivered and installed upon request at each location at no charge to the District. Fixtures locations and quantity shall be at the discretion of the District. The fixtures shall be key-operated. The fixtures shall be a simple design to reduce breakdown and vandalism damage. If product proposed requires change of existing dispensers, the proposed dispensers and samples shall be submitted to the District for approval.
- i. Paper Towel Dispensers: Dispenser shall dispense a sheet at a minimum length of 9". Dispenser shall be fully enclosed with cover, ADA compliant (less than five (5) lb pull force). Towels shall dispense in one direction only. If offering a product requiring change of existing dispensers, the offered dispensers should be of a universal type and approved by the District.
- A. Current Product: Georgia-Pacific VuAll Cormatic #HV200K
- ii. Center Pull Towel Dispensers: Dispenser shall be Hygienic-no touch dispensing, no levers, dials or cranks. Dispenser shall have an adjustable dispensing device that accommodates all grades of paper, shall be compact in design, fully enclosed to ensure paper stays clean and dry, and easy to load. The cover shall be transparent and made of tough impact resistant materials, vandal-proof, break resistant, chemical and flame resistant.
- A. Current Product: American Paper Converting #CP-109.
- iii. Tissue Paper Dispenser: Tissue dispenser shall have interior tension controls to prevent spinning in rotation. Two rolls of tissue shall be available for use in the fixture. Tissue dispensers shall be plastic and dispense a minimum of four thousand (4,000) sheets of tissue.
- A. Current Product: Cormatic Vertical 2-Roll Key Lock #56790
- iv. Hand Dispensers: Method of dispensing shall be push or pull lever type. 0.4ml output per push/pull with restrictor clip installed for limiting waste and shall include a large viewing window for ease of monitoring soap level. A non-notched or non-modified dispenser.
- A. Current Product: Affinity Dispenser Black Manual HL22281
- v. Handy Mix. Snap In, Portable Chemical Dispenser: Portable Dispenser fits 1/2 gallon size bottles. Used only when dispensing station goes down.
- A. Current Product: Hillyard Arsenal Portable Dilution Control Kit HL99705

## SECTION III – INSTRUCTIONS TO PROPOSERS

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### 1. FORMAL SELECTION PROCEDURE:

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

### 2. PRE-PROPOSAL CONFERENCE:

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

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

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

### 4. ADDENDA:

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

### SECTION III – INSTRUCTIONS TO PROPOSERS

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

#### 5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTEST:

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

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an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

#### 6. CANCELLATION OF SOLICITATION.

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

#### 7. PROPOSAL SUBMISSIONS.

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

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delivery point other than as required in the Solicitation.

j. **Receipt of Proposals.**

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

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

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

- i. Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS 279A.120(1);
- ii. Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;
- iii. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- iv. Provide written acknowledgment of receipt of all Addenda.

**8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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

- i. "Proposal Modification"; and
- ii. Solicitation Number.

b. **Withdrawals.**

- i. Prior to the Closing date and time in the Solicitation Schedule, a Proposer may withdraw its Proposal by emailing to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) a written notice submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer. The Proposer or authorized representative of the Proposer may also withdraw its Proposal in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
- ii. The District may release an unopened withdrawn Proposal to the Proposer or its authorized representative, after voiding any date and time stamp mark;
- iii. The Proposer shall mark the emailed, written request to withdraw a Proposal as follows, or with substantially similar information:
  - A. Proposal Withdrawal; and
  - B. Solicitation Number.

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

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

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

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

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#### 10. LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS.

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

#### 11. MISTAKES:

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



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

#### 12. PROPOSAL PREPARATION:

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

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

#### 13. PROPOSAL SUBMISSION: Pursuant to OAR 137-047-0410

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

#### 14. COOPERATIVE PROCUREMENT:

This Solicitation is a Permissive Cooperative Procurement.

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
  - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;
  - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.

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- b. Proposers must state (on the Proposer Certification) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

#### **15. AWARD:**

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

#### **16. NOTICE OF INTENT TO AWARD:**

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

- a. SEVEN (7) calendar days after the date of the NOI, or
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

#### **17. PROPOSAL REJECTION.**

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

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- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
  - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
  - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
  - iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
  - iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
  - v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
  - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

#### **18. SOLICITATION CANCELLATION:**

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

#### **19. PROPOSAL COSTS:**

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

#### **20. CONTRACT AWARD PROTEST:**

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

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#### 21. ADDITIONAL REQUIREMENTS:

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

#### 22. CONFIDENTIALITY OF PROPOSALS:

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

- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
  - i. All pages containing the records exempt from disclosure must be marked “confidential” and segregated in the following manner:
    - A. It must be clearly marked in bold and on each page of the confidential document.
    - B. It must be kept separate from the other Proposal documents in a separate envelope or package and electronic folder.
    - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
    - D. Where such conflict (in C. above) occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire Proposal must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

## SECTION IV – RESPONSE AND EVALUATION

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### 1. INTRODUCTION:

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

### 2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include a complete proposal and Price schedule.
- b. Elaborate artwork and expensive visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- c. There is no page limit for proposals, but the District encourages brevity.

### 3. PROPOSAL CONTENT REQUIREMENTS:

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

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

a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.

b. **DETAILED PROPOSAL CONTENT REQUIREMENTS:**

c. **INSURANCE REQUIREMENT:**

- (i) Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (pursuant to Article 14 INSURANCE located within the Master Price Agreement (see Attachment H).

d. **PROPOSAL EVALUATION CRITERIA:**

Every Proposal must reply to each of the following items. Responses must be in the same order listed below. Items will be evaluated by a selection committee based on strengths and weakness in each section.

A. EXPERIENCE AND QUALIFICATIONS. (20 Points Possible)

- (ii) Provide a narrative of your firm's background and history.
  - (1) Generally, describe previous experience related to furnishing the items required in this solicitation to organizations of comparable size. School districts providing Pre-K through 12<sup>th</sup> grade shall be preferred.
- (iii) Describe your firm's responsibilities and scope of work for at least two projects similar to the complexity and size of the scope of work described with this solicitation (these shall be included as two (2) of the five (5) required references. This information should describe your firm's customer service interactions and any ideas presented for cost control or service improvement.
- (iv) Address current status, or plans to have, adequate plant facilities and delivery capability, sufficiently staffed, and equipped to furnish supplies for this contract.
  - (1) List and describe facilities, personnel, and equipment available. Address facilities, personnel, and equipment that will need to be acquired to adequately perform this contract.

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- B. POLICY AND OPERATIONS. (10 Points Possible)
- (i) Provide a brief narrative detailing how your proposal meets or exceeds the requirements and the specifications of the District (see Section II).
  - (ii) Address each item in the Statement of Work (Section II). Focus on the Proposer's ability to perform all of the required tasks.
  - (iii) Provide all warranty information.
- C. TRAINING AND SUPPORT. (20 Points Possible)
- (i) Provide a brief narrative detailing training of District staff per Section II.
  - (ii) In the event that we go to an Award, we reserve the right to demonstrate and have an ordering software that must meet District needs and requirements.
- D. STAFF EXPERIENCE AND TRAINING. (20 Points Possible)
- (i) Provide details of the Proposer's standards for staff training.
- E. KEY PERSONNEL. (20 Points Possible)
- (i) Name of principal(s) and main project contact.
    - (1) Name of the person(s) who will be in direct charge of work and will serve as the Supervisor for work performed under this contract.
    - (2) Detail relevant qualifications and experience, including the length of time in this position.
  - (ii) Describe the roles of key personnel involved in the work, providing clear statements of each individual's title, qualifications, and responsibilities.
- F. PRICE SCHEDULE. (50 Points Possible)
- (i) Use of the provided Price Schedule is required (Attachment G). Additional notes may be made at the bottom of the form and an additional sheet attached for clarifications by the Proposer, if necessary.
  - (ii) Pricing shall be compared between each proposal and weighted accordingly (lowest price scores the highest, all other higher prices offers are weighted against the lowest offer).
  - (iii) Specified Items: Following the detailed Price Schedule items are blank lines available for the Proposer to provide a list of all environmentally preferred cleaning products, supplies and associated ratios and costs. Include documentation of these products and supplies indicating that they are environmentally preferable products.
  - (iv) Catalog Items: Custodial products not included in the price schedule will be provided to the District at a percentage off published catalog price, FOB Destination, Freight included. Indicate this percentage on the last page of the Price Schedule. Provide one copy of literature (line-card) or catalogs indicating the non-contracted custodial products that can be offered.
- G. QUALITY OF PROPOSAL. (10 Points Possible)
- (i) Provide and detail methods to minimize costs and maximize the benefits.
- H. REFERENCES. (Pass/Fail)
- (i) Provide five (5) professional references. These contacts shall be used by the District for reference checks.
  - (ii) Beaverton School District shall be included as a reference if the Proposer has similar business dealings with the District.

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- (iii) References shall be from school districts or businesses comparable in size and volume to that of the District. Educational agencies shall be preferred.
  - (1) If such references are unavailable, references may be submitted and must address Proposer's capacity, experience, customer service and quality (including at minimum, quality of products, timeliness of deliveries, flexibility/ease to work and communicate with Proposer's staff).
- (iv) Failure to provide references as specified shall be grounds for rejection of Offer
- (v) The District reserves the right to disqualify any Proposer who receives an unfavorable report from a proposer-identified customer reference.
- (vi) The District reserves the right to investigate and consider references submitted by the Proposer, including customers other than those listed in the Proposer's submission, and Beaverton School District experience.
- (vii) The references provided will be contacted to establish the level of Proposer customer service and ability to and timely performance of response to the needs of its clients. The District may consider other information that arises out of the reference check.

#### 4. EVALUATION CRITERIA:

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

EVALUATION FACTORS MATRIX		Points Possible
A.	Experience and Qualifications	20
B.	Policy and Operations	10
C.	Training and Support	20
D.	Staff Experience & Training	20
E.	Key Personnel	20
F.	Price Schedule	50
G.	Quality of Proposal	10
H.	References	Pass/Fail
Total Possible Points		150

#### 5. PROPOSAL EVALUATION:

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

## SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0020

Custodial Chemicals & Supplies

- b. CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
  - c. NON-RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
  - d. IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
  - e. RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
  - f. CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
  - g. NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
  - h. OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- 6. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign additional Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise, but not less than three Evaluators will evaluate and score the entire Proposal. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.



SECTION V – ATTACHMENTS  
Solicitation No: RFP 20-0020  
Custodial Chemicals & Supplies

## PROPOSAL SUBMISSION CHECKLIST

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

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

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

- \_\_\_\_ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- \_\_\_\_ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- \_\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- \_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- \_\_\_\_ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- \_\_\_\_ PROPOSER REFERENCE FORMS – (Attachment F)
- \_\_\_\_ PRICE SCHEDULE – (Attachment G)
- \_\_\_\_ CLEAN AIR AND WATER CERTIFICATE – (Attachment H)
- \_\_\_\_ SUSPENSION AND DEBARMENT CERTIFICATION – (Attachment I)
- \_\_\_\_ CERTIFICATION REGARDING LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES – (Attachment J)

**\_\_\_\_ DETAILED PROPOSAL CONTENT REQUIREMENTS**

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

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

ATTACHMENT K	Sample Contract
ATTACHMENT L	Insurance Requirements
ATTACHMENT M	Photo's for Reference

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

SECTION V – ATTACHMENTS  
ATTACHMENT A  
Solicitation No: RFP 20-0020

**PROPOSER CERTIFICATION**

Legal Name of Proposer (Firm): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

The Proposer certifies and agrees:

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

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

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

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

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

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

SECTION V – ATTACHMENTS  
ATTACHMENT B  
Solicitation No: RFP 20-0020

**INDEPENDENT CONTRACTOR CERTIFICATION**

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

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

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

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

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

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

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**Part B. Proposer is an Independent Contractor:**

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- ☐ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- ☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with \_\_\_\_\_.
- ☐ C. Telephone listing is used for the business that is separate from the personal residence listing.
- ☐ D. Labor or services are performed only pursuant to written contracts.
- ☐ E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

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

SECTION V – ATTACHMENTS  
ATTACHMENT C  
Solicitation No: RFP 20-0020

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

\_\_\_\_\_  
(Proposer)

I state that:

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

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

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

STATE OF OREGON

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

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

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT D  
Solicitation No: RFP 20-0020

**NON-CONFLICT OF INTEREST CERTIFICATION**

**Issuing Agency:** Beaverton School District

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

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

\_\_\_\_\_  
Proposer Name (signature)

\_\_\_\_\_  
Proposer Name (printed)

\_\_\_\_\_  
Proposer Title (printed)

\_\_\_\_\_  
Entity/Company Name (printed)

\_\_\_\_\_  
Date

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

**DECLARATION AND SIGNATURES**

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

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

By: \_\_\_\_\_  
(Signature of authorized official)

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

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

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

**Instructions**

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

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0020

**RELIABILITY**

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0020

**FINANCIAL RESOURCES**

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0020

**KEY PERSONNEL**

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

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

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

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

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

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT F  
Solicitation No: RFP 20-0020

**PROPOSER REFERENCE FORM**

**PROPOSER REFERENCE FORM FOR** \_\_\_\_\_  
(Insert Name of Proposer)

***Proposer must provide five (5) references and must use a separate copy of this form for each reference.***

Date(s) Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) of Project(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Value of Project(s): \$ \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

## **Clean Air and Water Certificate**

**NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$150,000.**

Applicable if the contract exceeds \$150,000, or the Vending Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) and is listed by EPA, or the contract is not otherwise exempt. The Vendor shall execute this Certificate.

---

NAME OF VENDOR

### **THE VENDOR AGREES AS FOLLOWS:**

- A. To comply with all the applicable standards, orders or regulation issued pursuant to the Clean Air Act, as amended , 42 U.S.C 7401-7671q and the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251-1387 respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with Clean Air standards and Clean Water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

### **THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C. 7412).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Vendor.

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SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE

DATE

## **Suspension and Debarment Certification**

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

PR/Award Number or Project Name

---

Names(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

### **Suspension and Debarment Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT J**  
Solicitation No. RFP 20-0020

**Certification Regarding Lobbying Disclosure of Lobbying Activities**  
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

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**Date**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action:** \_\_\_\_\_

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

**2. Status of Federal Action:** \_\_\_\_\_

- a. bid/offer/application
- b. initial award
- c. post-award

**3. Report Type:** \_\_\_\_\_

- a. initial filing
- b. material change

**For Material Change Only:**

Year \_\_\_\_\_

Quarter \_\_\_\_\_

Date of Last Report \_\_\_\_\_

**4. Name and Address of Reporting Entity:**

\_\_\_\_\_ Prime \_\_\_\_\_ Subawardee Tier \_\_\_\_\_, if known:

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known:

Congressional District, if known:

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable: \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

\$

**10a. Name and Address of Lobbying Entity:**

(if individual, last name, first name, middle)

**10b. Individuals Performing Services** (include address if different from 10a.) (last name, first name, middle)

**11. Amount of Payment** (check all that apply):

\$

\_\_\_ Actual \_\_\_ Planned

**12. Type of payment** (check all that apply):

\_\_\_ a. retainer

\_\_\_ b. one-time fee

\_\_\_ c. commission

\_\_\_ d. contingent fee

\_\_\_ e. deferred

\_\_\_ f. other; specify: \_\_\_\_\_

**13. Form of Payment** (check all that apply):

\_\_\_ a. cash

\_\_\_ b. in-kind; specify:

Nature \_\_\_\_\_

Actual \_\_\_\_\_

**14. Continuation Sheet(s) SF-LLL-A Attached:**

Yes \_\_\_ (Number \_\_\_\_\_)

No \_\_\_

**15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:**

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

**16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

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

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

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

Federal Use Only:

Authorized for Local Reproduction Standard  
Form - LLL



This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**MASTER PRICE CONTRACT**Contract No.                     **This is not an order**

This Contract sets forth all the covenants, conditions, and promises between the following parties:

[Supplier/Company Name] [Address]	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003  Attn: Business Services Purchasing
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**STATEMENT OF WORK:**                     **SUPERSEDING EFFECT.**

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): (1) Amendments to This Contract; (2) This Contract; (3) Exhibit A - Terms and Conditions; (4) Exhibit B ) District Solicitation, including issued Addenda, Specifications and Drawings (if any); and (5) Supplier Offer/Response.

Any Supplier Response (bid/proposal) attached to this Contract is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Contract as defined above; and (ii) any statement of Supplier's and its sub-Suppliers' scope of services that is consistent with the remainder of this Contract or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to the District shall control.

**CONSIDERATION:**

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchase Order are required prior to any change in price or added products will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

**CONTRACT PERIOD.**

The contract period shall be upon contract execution through                     .

**RENEWAL OPTION:**

The contract may be renewed upon mutual Contract of the Parties for four (4) additional one (1) year periods.

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

<b>Beaverton School District</b>  <hr/> District Representative <span style="float: right;">Date</span>  <hr/> Cost Center Authority <span style="float: right;">Date</span>  <hr/> Business Services Purchasing <span style="float: right;">Date</span>  <b>Not a valid Contract until all signatories are complete</b>	<b>Contractor/Company Name</b>  <hr/> (typed or printed name of officer)  <hr/> Signature <span style="float: right;">Date</span>  Title: <hr/> Phone/Fax: <hr/> Email: <hr/> <hr/> CCB Number
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This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

All applicable portions of the Oregon Revised Statutes shall govern contracts with the District.

**1. Acceptance.** This Purchase Order (Order or Contract) is the District's offer to purchase the goods and/or services described on the Purchase Order from the Supplier. The District's placement of this Order is expressly conditioned upon Supplier's acceptance of all these terms and conditions.

**2. Assignment.** Supplier must not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

**3. Cancellation.** The District reserves the right to cancel all or any part of the undelivered portion of this order if Supplier does not make deliveries as specified, time being of the essence of this Contract, or if Supplier breaches any of the terms hereof including, without limitation, the warranties of Supplier.

**4. Changes.** No agreement or understanding to modify this contract shall be binding upon the District unless in writing and signed by the District's authorized agent. All specifications, drawings, and data submitted by the Supplier are hereby incorporated and made a part of the Order.

**5. Compliance with Laws.** Supplier certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Supplier expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

**6. Confidential information.** Supplier acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Supplier or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Supplier agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Supplier uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and that upon termination of this Contract or at the District's request, Supplier will turn over to the District all documents, papers, and other matter in Supplier's possession that embody Confidential Information.

**7. Consideration.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order and/or accomplishment of the work for the total sum listed on the Purchase Order. The Purchase Order number above must be included on all invoices and correspondence relating to this Contract.

**8. Delivery.** All prices must be FOB destination, freight prepaid. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, the District reserves the right to cancel or purchase elsewhere and hold Supplier accountable. If delivery dates cannot be met, Supplier agrees to advise the District, in writing of the earliest possible shipping date for acceptance or rejection by the District.

**9. Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage, late fees or other extras will be allowed unless specifically agreed to in writing by the District.

**10. FERPA.** Supplier agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Supplier in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Supplier's responsibilities under this Agreement.

**11. Force Majeure.** Neither the District nor Supplier shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

**12. Governing Law/Venue.** The laws of the State of Oregon shall govern this Contract. Any action or suit commenced in connection with this Contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

**13. Inspection.** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the District. The District reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**14. Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Supplier, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District therefrom. The Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

**15. Independent Contractor.** The services provided under this Contract are those of an independent contractor. Supplier is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Supplier's performance.

**16. Insurance.** Supplier must purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Supplier has one (1) or more employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. May be waived if Supplier has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Suppliers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- e. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents must be named as an Additional Insured on general liability and automobile policies and must be provided a copy of the additional insured endorsement. Such insurance must be primary. Certificates of Insurance must be issued, prior to the commencement of the contract, to Risk@beaverton.k12.or.us or Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Supplier agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- f. The District reserves the right to require additional insurance which will be delineated in an attachment to this agreement.

**17. Invoicing and Payment.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order for the total sum listed on the Purchase Order. All invoices shall be addressed to Accounts Payable as indicated on the front of this Purchase Order and must include Supplier's name and phone number, and clearly list quantities, item descriptions, and units of measure. Payment will be made within thirty (30) days after acceptance of a proper invoice. Invoice(s) must be submitted not later than the last day of the fiscal year in which the order was placed (June 30).

**18. Material Safety Data Sheets (MSDS).** Proper MSDS, in compliance with OSHA's Hazard Communication Standard, must be provided by the Supplier to the District at the time of delivery.

**19. Patents and Copyrights.** If an article sold and delivered to the District shall be protected by any applicable patent or copyright, the Supplier agrees to indemnify and save harmless the District, from and against any and all suites, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the District in violation or right under such patent or copyright.

**20. Risk of Loss.** Regardless of FOB point, Supplier agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the District. No such loss, injury or destruction shall release Supplier from any obligations.

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

**22. Waiver.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**23. Warranty.** The Supplier warrants to the District that all goods and services furnished will; conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated; and, be free from defects in materials, design and workmanship. In addition, Supplier warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

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

**25. Public Health Requirements.** The Supplier shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable.

\*District Public Contracting Rules can be found on the following [website:](https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx)  
<https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx>

- END -

SECTION V – ATTACHMENTS

ATTACHMENT L

Solicitation No: RFP 20-0020

*Please refer to the Terms and Conditions in your contract, for Insurance Requirements specific to your relationship with the District. The insurance must be kept current and the certificate maintained on file with the District, through the term of your contract. Email your Certificate of Insurance to [risk@beaverton.k12.or.us](mailto:risk@beaverton.k12.or.us)*

**Named Insured:** Name of individual or organization named in contract.

**Insurance Coverage:**

**General Liability** – Occurrence based General Liability, to include premises operations, independent providers, products/completed operations and blanket contractual; with limits not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage and Personal Injury any one occurrence and \$2,000,000 in the aggregate.

**Auto Liability** – including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. State of Oregon mandated limits for personal auto insurance may be accepted in certain circumstances.

**Worker's Compensation** – as required by law

**Employer's Liability** – in the minimum of \$500,000 when the Vendor has one or more employees performing services under the contract.

**Additional Insured:**

The District shall be named an additional insured on the general liability and commercial auto policies and shall be provided a copy of the additional insured endorsement.

**Certificate Holder:**

Beaverton School District  
Attn: Risk Management  
16550 SW Merlo Rd  
Beaverton, OR 97003

[risk@beaverton.k12.or.us](mailto:risk@beaverton.k12.or.us)

If you have any questions, please do not hesitate to contact Risk Management at (503) 356-4560.

## ATTACHMENT M



Hillyard HL99703AG



Hillyard HL99700EG



Hillyard HL99705





GP-56790



GP-HV200K



GP-58201



Hillyard HIL22281