



REQUEST FOR QUOTES (“RFQ”)

Solicitation No: 19-0043

For the Provision of

Switching Technology

**RFQ Closing (Due Date & Time):
March 20, 2020 at 7:00 AM Pacific Time**

**Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
February 21, 2020**

REQUEST FOR QUOTES (“RFQ”)

Solicitation No: ITB 19-0043

Summary

The purpose of this RFQ (Solicitation) is to obtain competitive price quotes (“Bids”) from qualified sellers or resellers (“Bidders”) for the provision of Switching Technology as detailed in the RFQ documents.

No Pre-Bid Conference will be held for this Solicitation.

Interested Bidders must submit a Bid pursuant to the provisions of this Solicitation to Peter Madaus, Contract Specialist, or designee, by email to contracts@beaverton.k12.or.us. **All Bids must contain the Solicitation Number in the Email Subject Line.**

BIDS MUST BE RECEIVED NOT LATER THAN:

SOLICITATION CLOSING: March 20, 2020 at 7:00 AM Pacific Time
LATE BIDS WILL NOT BE ACCEPTED

Timely received Bids will be considered in accordance with the applicable terms of this RFQ.

Bidders are solely responsible for ensuring that the Beaverton School District receives its Bid.

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

Bidders must familiarize themselves with the entire Solicitation.

All questions and comments about this solicitation must be directed ONLY IN WRITING to Peter Madaus, Contract Specialist, by e-mail to: contracts@beaverton.k12.or.us

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

SECTION I – INTRODUCTION
Solicitation No: ITB 19-0043

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 "Bidder" means the person or firm that submits a Bid in response to this Solicitation. The term "Bid" or "Offer" means a written response to provide Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Bids. "Contractor" or "Supplier" means the firm awarded a Contract as a result of this Solicitation.

3. SOLICITATION REVIEW:

Bidders must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to 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 (6) Options Schools.
- c. The Beaverton School District Information Technology Department supports connectivity to 54 schools, and 6 auxiliary sites. Due to increasing capacity demands, current infrastructure is being upgraded to support growing requirements.

5. SCOPE OF WORK:

The purpose of this Solicitation is to obtain bids to provide Switching Technology needed to upgrade current infrastructure. This RFQ includes a brand specification limiting Bids to the brand of products as specified in the Bid Schedule or equivalent switching technology.

6. CONTRACT:

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

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

Individual Purchase Orders (PO) will be issued by the District as needed.

7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.

SECTION I – INTRODUCTION

Solicitation No: ITB 19-0043

8. **CONTRACT PERIOD/EXTENSION:**

- a. Selected Bidder will be issued a Contract effective upon full execution, through the 20/21 Federal e-Rate Reimbursement period (approximately 1 year).

9. **DISTRICT REPRESENTATIVE:**

The District Representative for this Contract is the Administrator for Technology Services or designee.

10. **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 Bidder information only. The District reserves the right to deviate from this schedule.

Solicitation Milestone

Deadline for Questions

Submit Bids

Completion Date

March 13, 2020 at noon

March 20, 2020 at 7:00 AM

11. **CONTACT DURING SOLICITATION:**

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

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: ITB 19-0043

1. **PURPOSE AND INTRODUCTION.** The purpose of this Solicitation is to establish a MASTER PRICE CONTRACT (“MPC”) under which the specified Brand of products or approved equivalents can be ordered on an as needed basis throughout the term of the contract.
2. **ESTIMATED QUANTITIES.** Although the MPC resulting from this RFQ will not obligate BSD to order any defined quantity of products, BSD currently estimates that it will support the purchase of 10 Layer 3 switches and 50 PoE switches along with other accessories as specified in the Bid Schedule.
3. **PRICE SCHEDULE.** The attached Price Schedule identifies the estimated quantity, units, and detailed specifications of the products included in this RFQ.
4. **ORDERING.** BSD intends to order products on an as needed basis by issuing a Purchase Order under the MPA.
5. **ORDER SHIPMENT REQUIREMENTS.** All products must be shipped F.O.B. Beaverton School District, Freight Pre-paid.
6. **SHIPPING COSTS.** Bidders may include in their offers shipping costs reflective of current prices.
7. **BRAND NAME OR EQUAL SPECIFICATION.** Only the brand name of products as specified in the Bid Schedule, or equivalent specification may be included in Bids. BSD is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: ITB 19-0043

- 1. FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0255
The District may procure Goods or Services by competitive sealed Bids as set forth in ORS 279B.055.
- 2. PRE-BID CONFERENCE:** Pursuant to OAR 137-047-0420
 - a. **Purpose.** The District may hold pre-Bid conferences with prospective Bidders prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
 - b. **Required Attendance.** If the District's pre-Bid conference is mandatory (as indicated on the Summary Page) a Bid submitted by a Bidder who did not attend the mandatory pre-Bid conference will be rejected.
 - c. **Statements Not Binding.** Statements made by the District's representative at the pre-Bid conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.
- 3. BIDS ARE OFFERS:** Pursuant to OAR 137-047-0310
A Bid submitted in response to this Solicitation is the Bidder's offer to enter into a Contract.
 - a. By signing and submitting a Bid, the Bidder acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
 - b. The Bid is a "firm offer," and must be held open by the Bidder for the District's acceptance for sixty (60) days.
 - c. The District's Award of a Contract constitutes acceptance of the Bid and binds the Bidder to the Contract.
 - d. The Bidder must not make its Bid contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- 4. BID PREPARATION:** Pursuant to OAR 137-047-0400
A Bidder must sign and submit its Bid in accordance with the instructions set forth in this Solicitation. Failure to submit Bids in accordance with the provisions of this Solicitation will be grounds to declare the Bid as non-Responsive. Bidders must:
 - a. Submit a complete Bid (a Bid 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 Bid prior to Closing;
 - d. Identify (on the Bidder Certification) whether the Bidder is/is not a "resident Bidder", as defined in ORS 279A.120(1);
 - e. Provide (on the Bidder Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Bidder Certification) Written acknowledgment of receipt of all Addenda.
- 5. BID SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. Bids must only be submitted by email to contracts@beaverton.k12.or.us and include the Solicitation Number in the email subject line. Facsimile and paper Bids will not be accepted. BSD's email system shall determine the time that bids were received.
 - b. The District is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in this Solicitation.
 - c. Bidders are solely responsible for ensuring that the District receives their Bid at the required delivery point prior to Closing.
- 6. ADDENDA:** Pursuant to OAR 137-047-0430
 - a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Bidder must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Bidder Certification.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: ITB 19-0043

- 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 Bidders' responsibility to inquire about Addenda. Bidders 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 Bidders to consider the Addenda in preparing their Bid. The District may extend the Closing if the District determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Invitation to Change or Protest.** Unless a different deadline is set forth in the Addendum, a Bidder may submit a Written Invitation to change or protest to the Addendum, as provided in OAR 137-047-0730, 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 Invitation to change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Bidder's Invitation to change or protest to the Addendum only, and the District will not consider a Invitation to change or protest to matters not added or modified by the Addendum.

7. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

Bidders may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this Solicitation:

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to the attention of the person indicated on the Summary page of this Solicitation. No oral questions will be accepted other than at the pre-Bid conference (if any). Questions received by the District prior to deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Bidder may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Bidder; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to contracts@beaverton.k12.or.us, hand delivered or mailed to the attention of Purchasing at 16550 SW Merlo Rd, Beaverton, OR 97003.
- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon Pacific Time not later than ten (10) calendar days prior to the date Bids are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or Invitation to change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Bidder, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum.
- e. Protesters must exhaust all administrative remedies before seeking judicial review.

8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF BIDS: Pursuant to OAR 137-47-0440

A Bidder may modify or withdraw its Bid in Writing only prior to Closing. Modification or withdrawal must:

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: ITB 19-0043

- a. Be clearly marked “Bid Modification” or “Bid Withdrawal” and marked and delivered as described in BID SUBMISSION above;
- b. Include the Bidder’s statement that the modification amends and supersedes the prior Bid; Bidders are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Bidder’s letterhead, signed by an authorized representative of the Bidder.

9. RECEIPT, OPENING, AND RECORDING OF BIDS: Pursuant to OAR 137-47-0450

- a. The District’s email system will electronically record the time that each Bid and any modification was received.
- b. The District will not be responsible for the premature opening or failure to open a Bid that is not properly addressed and/or identified.
- c. Bids will be opened and recorded. The number of Bids received, the identity of Bidders, or the contents of any Bid will not be disclosed to the public until all Bids have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

10. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS: Pursuant to OAR 137-47-0460

Any Bid received after Closing is late. A Bidder’s Invitation to withdrawal or modification of a Bid received after Closing is late. The District will not consider late Bids, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Bids that have been delayed or mishandled by the District.

11. MISTAKES: Pursuant to OAR 137-47-0470

To protect the integrity of the competitive Procurement process and to assure fair treatment of Bidders, the District will carefully consider whether to permit waiver, correction or withdrawal of Bids for certain mistakes. The District will not allow a Bidder to correct or withdraw a Bid for an error in judgment. If mistakes in a Bid are discovered after Opening, but before Award of the Contract, the District may take the following action:

- a. The District may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders.
- b. The District may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the District’s correction in writing.
- c. The District may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only in accordance with OAR 137-47-0470(2)(c) and (d).
- d. The District will reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid.

12. AWARD: Pursuant to OAR 137-47-0600

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, a contract will be awarded to the Responsible Bidder submitting the lowest priced Responsive Bid. The Bid price will be determined by multiplying the number of units by the Offered Price Per Unit for each Product Type on the bid schedule, summing the products, and adding to that amount the sum of any other Offered Shipping & Other Unit Prices included on the Bid Schedule.
- c. The District may award by item, groups of items or the entire Bid.
- 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 Multiple Awards does not preclude the District from awarding a single Contract.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: ITB 19-0043

- e. The District may award a Contract for parts of the Solicitation for which acceptable Bids 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 Bids and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Bids are identical the District must Award the contract Pursuant to OAR 137-046-0300.

13. NOTICE OF INTENT TO AWARD: Pursuant to OAR 137-047-0610

The District will provide a written Notice of Intent to Award (NOI) to all Bidders at least seven (7) calendar days before the Award of a Contract, unless the District determines that circumstances require execution of the Contract no later than March 31, 2020. 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.

Notwithstanding the foregoing, the District may proceed with executing a contract that is contingent upon no successful protests having been received, or an otherwise limited by applicable law, at any time following issuance of NOI.

14. BID REJECTION. Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- a. The District may reject any Bid as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Bid is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Bid 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 Bidder is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Bids as set forth in ORS 279B.100. The District will notify all Bidders of the rejection, along with the reasons for rejection. Bids 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 Bidders are too costly or of insufficient quality to justify acceptance of any Bid.
 - 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.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: ITB 19-0043

15. SOLICITATION CANCELLATION: Pursuant to OAR 137-047-0660

The District may cancel, delay or suspend a solicitation, or reject all Bids, 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 Bidder for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.

16. BID COSTS: Bidders responding to solicitations are responsible for all costs they may incur in connection with submitting Bids.

17. CONTRACT AWARD PROTEST: Pursuant to OAR 137-047-0740

- a. Bidders 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. Bidders must deliver a written protest to the District within seven (7) Days after the issuance of the NOI.
- b. The Bidder'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, or hand delivered or mailed to 16550 SW Merlo Rd, Beaverton, OR 97003. The Bidder 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. 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).
- e. Decision. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.
- f. Bidders must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. 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.

18. ADDITIONAL REQUIREMENTS:

- a. The District reserves the right to seek clarifications of submitted Bids, which may or may not affect the evaluation.
- 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 Bidder.

19. CONFIDENTIALITY OF BIDS:

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 Bidder 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 Bid 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.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: ITB 19-0043

- D. Where such conflict (in C. above) occurs, the Bidder 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. Bidders 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 Bid must not be marked confidential. Should a Bid 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 Bidder. If the Bidder 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 Bidder 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 V – ATTACHMENTS

Solicitation No: ITB 19-0043

1. BID PREPARATION:

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

2. FORMS

- a. The attached forms are to be included in the Bid.
- b. Copies of the included forms (See Attached Bid Submission Checklist) are to be completed and submitted by the Bidder along with other required documents as required by the Instructions to Bidders.

BID SUBMISSION CHECKLIST

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

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

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

- _____ BIDDER CERTIFICATION - This serves as the cover sheet for your Bid. (Attachment A)
- _____ BID SCHEDULE. (Attachment B)
- _____ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- _____ BIDDER RESPONSIBILITY FORM – All Pages. (Attachment E)

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

ATTACHMENT F SAMPLE MASTER PRICE CONTRACT

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

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: ITB 19-0043

BIDDER CERTIFICATION

Legal Name of Bidder (Firm): _____

Physical Address: _____

Mailing Address: _____

The Bidder certifies and agrees:

1. The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder relating to: the intention to submit a Bid, or the methods or factors used to calculate the prices Bid.
2. The Bidder has read and understands all terms and conditions of this Solicitation.
3. The Bidder agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Bidder 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 Bidder acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Bidder listed and to fully bind the Bidder to all conditions and provisions thereof.
6. The Bidder certifies that Bidder has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Bid.
7. The Bidder, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Bidder.
If not, indicate State of residency _____.
8. The Bidder 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.
9. The Bidder agrees to comply with Oregon tax laws in accordance with ORS 305.385.
10. The Bidder acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: ITB 19-0043

BID SCHEDULE

Product Type	Estimated Quantity	Brand, Product, and Specifications	Offered Price Per Unit	Offered Shipping & Any Other Unit Costs
Layer 3 Switching	10	Aruba CX 8320 part number JL479A or equivalent Follow the below link to view data sheet: https://www.arubanetworks.com/assets/ds/DS_8320Series.pdf <ul style="list-style-type: none"> - 48 ports of 1/10G for use with SFP and SFP+ transceivers minimum - Supports 6 ports for us with QSFP + Transceivers minimum - CPU: 2GHz minimum - Ram: 16 GB minimum - Switching Capacity: 2.5 Tbps minimum - Mac Table Size: 98,304 minimum - IPv4 Multicast Routes: 4094 minimum - Dual Power - 1U preferred - 5 Year Warranty included 		
POE Switches	50	Aruba 2930M Part number R0M67A or equivalent Follow the below link to view data sheet: https://www.arubanetworks.com/assets/ds/DS_2930MSwitchSeries.pdf <ul style="list-style-type: none"> - 36 Autosensing 10/100/1000 ports minimum class 6 POE - 4 combo 10/100/1000BASE-T SFP/PoE Class six ports minimum - 8 802.3bz 100M ½.5/5GBaseT and 10GBase T PoE Class 6 Ports minimum - Ram: 1 GB minimum - Switching Capacity: 320 Gbps minimum - Mac Address Table Size: 32768 entries minimum - 10 GBps latency: < 3.4us (FIFO 64-byte packets) - Dual 1050W 110-240VAC Power supplies - 1U preferred - 5 Year Warranty included 		
Fiber 1G SFP Modules	200	1G SFP transceiver, LC SX 500m OM2 MMF or equivalent <ul style="list-style-type: none"> - Limited Lifetime Warranty, with next business day advanced replacement - Must be compatible with switches quoted in RFQ 		
Copper 1G SFP Modules	50	1G SFP transceiver, RJ45 T 100m Cat5e or equivalent <ul style="list-style-type: none"> - Limited Lifetime Warranty, with next business day advanced replacement. - Must be compatible with switches quoted in RFQ 		

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: ITB 19-0043

AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Bidder)

I state that:

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

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

(Affiant's Signature)

STATE OF OREGON

County of _____

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

Notary: _____

My Commission Expires: _____

NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Beaverton School District

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

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/BIDDER 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."

Bidder Name (signature)

Bidder Name (printed)

Bidder Title (printed)

Entity/Company Name (printed)

Date

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

DECLARATION AND SIGNATURES

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

Date: _____

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

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: ITB 19-0043

RELIABILITY

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: ITB 19-0043

FINANCIAL RESOURCES

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

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

SAMPLE MASTER PRICE CONTRACT
(the remainder of this page is intentionally left blank)

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
--------------------------------------	---

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 Orders 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:

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

CONTRACTOR’S ORDERING FORM AND/OR OTHER TERMS AND CONDITIONS TO BE ATTACHED.

SAMPLE CONTRACT