



REQUEST FOR PROPOSALS

Solicitation No: 20-0013

For the Provision of

**Mobile Onsite and Card or Key-Lock Fuel and
Lubricant Products**

RFP Closing (Due Date & Time):

December 14, 2020 at 2:00 PM Pacific Time

Issued by:

Beaverton School District 48J

16550 SW Merlo Road

Beaverton, Oregon 97003

November 12, 2020

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 20-0013

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Mobile On-site and Card or Key-Lock Fuel and Lubricant Products on a requirements basis for the Beaverton, North Clackamas, and Hillsboro School Districts.

No pre-proposal conference will be held for this Solicitation.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to contracts@beaverton.k12.or.us **NOT LATER THAN:**

SOLICITATION DUE DATE AND TIME (CLOSING):
December 14, 2020 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:
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 20-0013
Mobile Onsite and Card or Key-Lock Fuel and Lubricant Products

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 seven (7) 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 Price Agreement between the selected Provider(s) and the District for the provision of Mobile Onsite and Card or Key-Lock Fuel and Lubricant Products on a Requirements Basis (as needed and ordered by the District).

6. CONTRACT:

The successful Proposer, selected by the District, will receive a Master Price Agreement. A sample is enclosed (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 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 Order (POs) 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.

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8. CONTRACT PERIOD/EXTENSION:

- a. Selected Proposer will be issued a Contract effective upon full execution, through December 31, 2021.
- 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 four (4) one (1) year terms. In no event will the contract be extended beyond June 30, 2026.
- d. The Supplier's Pricing and Rates must remain firm through June 30, 2021 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 Craig Beaver, the Administrator for Transportation, 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

Deadline for Questions
Submit Proposals

Completion Date

November 30, 2020
December 14, 2020

12. CONTACT DURING SOLICITATION:

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

SECTION II – STATEMENT OF WORK

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1. PURPOSE AND INTRODUCTION.

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Mobile On-site and Card or Key-Lock Fuel and Lubricant Products on a requirements basis for the Beaverton, North Clackamas, and Hillsboro School Districts.

2. PROJECT BACKGROUND.

A. BEAVERTON SCHOOL DISTRICT

- i. The Beaverton School District (BSD) 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. The District is responsible for educating approximately 39,763 students in pre-kindergarten through grade 12 at thirty-four (34) elementary schools, eight (8) middle schools, six (6) high schools, seven (7) options schools, nineteen (19) options programs and two (2) charter schools.
- ii. Vehicles/Location. The District has 230 diesel buses and 60 alternative fueled buses, as well as 125 other District vehicles and maintenance trucks, vans, cars, tractors, and other gasoline or diesel-powered equipment (primarily gas). District buses are parked at three (3) locations:
 - A. 10550 SW Fifth Street Beaverton, Oregon 97005
 - B. 1270 NW 167th Place Beaverton, Oregon 97006
 - C. 10420 SW Allen Blvd Beaverton, Oregon 97005

B. NORTH CLACKAMAS SCHOOL DISTRICT

- i. Vehicles/Location. The North Clackamas School District (NCSD) has approximately 162 diesel buses, as well as 23 other diesel-powered district vehicles and maintenance trucks, vans, pick-ups, suburban's and fire trucks. District busses are parked primarily at two locations:
 - A. Transportation Yard: 15628 SE 102nd Ave Clackamas, OR 97015
 - B. Transportation Shop: 13797 SE Webster Road Milwaukie, Oregon 97267
 - C. Facilities Department: 12451 SE Fuller Road Milwaukie, Oregon 97222

C. HILLSBORO SCHOOL DISTRICT

- i. The Hillsboro School District (HSD) is the fourth-largest school district in the state of Oregon. HSD serves over 22,450 students who reside in the cities of Hillsboro, North Plains and parts of Cornelius, Aloha and Sherwood. The district currently operates 35 campuses: twenty-six (26) elementary, four (4) middle, and four (4) high schools, as well as middle and high alternative schools. HSD covers 12.8 miles from west to east, 28.28 miles from North to South, for a total of 195 square miles.
- ii. Vehicles/Location. . HSD has 163 diesel powered buses, 29 alternative fuel buses, and white fleet vehicles (15 gasoline smaller vehicles at transportation, 44 facilities maintenance vehicles , and 7 nutrition services vehicles) for a total of 248 vehicles. District (HSD) vehicles are parked at 4 locations:
 - A. Transportation Main Terminal: 1220 SW Walnut Street, Hillsboro, Oregon 97123
 - B. Transportation (North Terminal) & Support: 7705 NE Jacobson St. Hillsboro, OR 97124
 - C. Facilities: 4901 SE Witch Hazel Road Hillsboro, Oregon 97123
 - D. Admin Center: 3083 NE 49th Place, Hillsboro, Oregon 97124

3. SPECIFICATIONS.

The specifications contained herein 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 Offered 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 caused to declare the Offer non-responsive and reject the Offer. The District retains the sole right to determine if a product Offered is, in fact, equal to that specified in this solicitation. If there is any doubt as to the suitability of a

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product Offered on an “or equal” basis, the product will be rejected in favor of an Offer to provide the specified product. If the item specifications indicate "no substitute" or "only", Offers for only the specified item will be considered

4. ESTIMATED FUEL USAGE.

The Districts’ estimated usage (volume based on calendar year usage in 2018. The usage may increase or decrease, 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.

a. BEAVERTON SCHOOL DISTRICT

i. Transportation Department (school buses and support vehicles)

A. Ultra-Low Sulfur Diesel (ULSD): 467,400 gallons

(i) Average nightly quantities of onsite fueling of ULSD in gallons:

(1) Beaverton School District TSC: 1,400

(2) Beaverton School District Fifth Street North: 561

(3) Beaverton School District Fifth Street South: 374

(ii) Estimated quantities of ULSD Card or Key lock usage over school year in gallons:

(1) Beaverton School District Transportation Department: 12,600

(2) Beaverton School District Other Departments: 6,200

B. Unleaded: 38,100 gallons

C. 15w40 Oil: 3,000 gallons

D. 80w90 Gear Lube: 401 pounds

E. Grease: 400 pounds

F. ATF: 1,760 gallons

G. Synthetic ATF: 440 gallons

H. Diesel Exhaust Fluid (DEF): 1,375 gallons

(i) District uses the 275-gallon totes for DEF storage

I. 10w40 Oil: 200 gallons

b. NORTH CLACKAMAS SCHOOL DISTRICT

i. Transportation and Facilities Departments:

A. Ultra-Low Sulfur Diesel (ULSD): 286,000 gallons

(i) Average nightly quantities of onsite fueling of ULSD in gallons: 1,100

B. Unleaded: 2,500 gallons

C. B-5 Dyed: 1,200 gallons

North Clackamas School District will NOT be participating in card or key-lock, or lube product purchases

c. HILLSBORO SCHOOL DISTRICT

i. Transportation Department (school buses and support vehicles)

A. Ultra-Low Sulfur Diesel (ULSD): 290,000 gallons

(ii) Average nightly quantities of onsite fueling of ULSD in gallons: 1,100

(iii) Estimated quantities of ULSD Card or Key lock usage over school year in gallons: 33,000

B. Unleaded: 16,650 gallons

Hillsboro School District will NOT be participating in lube product purchases

5. PRODUCTS AND SERVICE REQUIREMENTS.

A. SERVICES SHALL INCLUDE:

i. After regular business hours on-site mobile fuel delivery service.

ii. All fueling is handled via onsite wet hose, or a card or key-lock program.

iii. 24-hour off-site “card or key-lock” services to support each facility.

iv. Day-time bulk lubricant supply and delivery of engine and transmission lubricant oils and various lubricant products for the Beaverton School District, as needed to the location(s) specified.

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- v. Day-time bulk Ultra-Low Sulfur Diesel (ULSD), unleaded, and B-5 dyed delivery for the North Clackamas School District, as needed to the location(s) specified.
- vi. On-site mobile “wet-hose” service for school bus fleets at each bus lot location.
- vii. Card or key-lock services for Beaverton School District and Hillsboro School District selected buses, on an as needed basis.
- viii. Ultra-Low Sulfur Diesel (ULSD) for all on-site vehicles.
- ix. Ultra-Low Sulfur Diesel (ULSD) and unleaded gas at card or key-lock station(s).
- x. All labor, transportation, materials, equipment, utilities and other goods or services necessary for the performance of the services required.
- xi. Only products that meet specifications and industry standards set forth by engine manufacturers and the American Petroleum Institute.

B. METHOD OF REFUELING.

- i. Onsite wet hose service for the Districts shall be the method of refueling for the diesel buses.
 - A. Fueling time estimated per District:
 - 1. Beaverton School District: Five (5) hours nightly average
 - 2. Hillsboro School District: two (2) hours nightly average
 - 3. North Clackamas School District: three (3) hours nightly average
 - ii. The Districts reserve the right to alter the method of refueling, receipts, and schedule as needed at the Districts discretion.
 - iii. Sample invoices (Exhibit 3) and receipt (Exhibit 4) are provided as attachments in the solicitation.

BEAVERTON SCHOOL DISTRICT (BSD)

- i. Service sites:
 - 1. Transportation Service Center (TSC), 1270 SW 167th Place, Beaverton, Oregon 97006
 - 2. Fifth Street Site, 10550 SW Fifth St, Beaverton, Oregon 97005
- ii. Schedule:
 - A. School Year: September, at the school start, through the school end in June
 - (i) Monday through Thursday after 6:00 PM
 - (ii) Sunday any time during the day
 - B. Summer: Required on a smaller scale than school year, one location only.
 - (i) Schedule to be determined
- ii. Estimated number of buses required fueling per location:
 - A. Fifth Street South Lot: -74
 - B. Fifth Street North Lot: - 72
 - C. Transportation Service Center: 144
- iii. Daily Fuel Sheets shall be provided for all sites and shall include the following for each bus fueled:
 - 1. Mileage
 - 2. Parking space location
 - 3. Odometer readings, when required, will be entered onto the Daily Fuel Sheets by District staff.
- iv. Fuel sheets will be:
 - 1. Placed in a designated location for each site not later than 6:00 PM each fueling day, or
 - 2. Sent to the vendor via Fax or Email.
- v. Card or key-lock pump service shall be the method of ‘as needed’ diesel and gas bus refueling.
- vi. All other District vehicles shall be refueled by the end-user using a card or key-lock system.

NORTH CLACKAMAS SCHOOL DISTRICT (NCSD)

- i. Service site:

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Transportation Center (TC) 13797 SE Webster Road Milwaukie, Oregon 97267

- ii. Schedule:
 - A. School year: All buses fueled end of August, then schedule below through school end in June
 - (i) Monday through Friday after 6:00 PM
 - (ii) Saturday or Sunday on an as needed basis
 - B. Summer: Required on a smaller scale than school year on a requirements basis
 - (i) Schedule to be determined
- iii. Fuel General Transportation buses every other day, alternating between lots:
 - 1. Upper Lot: 44 buses
 - 2. Lower Lot: 57 buses
- iv. Fuel Special Needs Transportation buses daily: 52 buses, parked in both upper and lower lots
 - a. General Transportation buses are numbered in a 1 – 138 series,
 - b. Special Needs Transportation buses are numbered in a 503 – 561 series.
 - c. Maps detailing where each bus is parked will be provided by North Clackamas School District.
- v. Fueling on end of lot closest to neighborhood shall be completed prior to 10:00 PM
- vi. Other NCSO vehicles to be fueled by NCSO staff from onsite storage pump on a requirements basis at the discretion of the North Clackamas School District, fueling of the tank is not encompassed in this Solicitation.
- vii. Fuel ticket:
 - (i) Fuel tickets shall be left at the Transportation Center nightly in designated location after fueling.
 - (ii) Fuel tickets shall include:
 - (1) Date
 - (2) Time of arrival
 - (3) Time of departure
 - (4) Drivers name
 - (5) Contractor vehicle number
 - (6) Invoice/sales order number
 - (7) Type of fuel
 - (8) Total amount of gallons
 - (9) Bus number, and gallons fueled

HILLSBORO SCHOOL DISTRICT (HSD)

- i. Service sites:
 - 1. Transportation Center, 1220 SW Walnut ST, Hillsboro, Oregon 97123
 - 2. Facilities Maintenance Center, 4901 SE Witch Hazel Road, Hillsboro, Oregon 97123
- ii. Schedule Transportation Center:
 - A. School Year: Second to last week in August, through school end in June.
 - (i) Monday through Friday after 6:00 PM.
 - (ii) Saturday and Sunday any time during the day.
 - B. Summer: Buses running summer programs will use card lock as primary fueling option, will utilize on-site fueling on a requirements basis.
 - C. Estimated number of buses required fueling at the Transportation Center: 190
- iii. Schedule Facilities Maintenance Center:

Year-round: Fill two (2) 300-gallon fuel tanks, one unleaded gasoline, one Ultra-Low Sulfur Diesel, every Tuesday and Friday between the hours of 6:00 AM, and 4:30 PM.
- iv. Daily Fuel Receipts:
 - a. Shall be provided and shall include the following for each bus fueled:
 - 1. Bus fleet number as is shown on the outside of the bus

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2. Corresponding amount of fuel
 3. Fuel Receipts shall be placed in designated location within the Transportation Center and shall be emailed to the transportation dispatch office.
- v. Hillsboro School District will place a dry erase board on each bus requiring fueling each night marked with an “X”. Upon completion of fueling for each bus, Contractor shall erase “X” with a clean oil free cloth.

C. FUEL REQUIREMENTS.

The fuel provided shall meet the following requirements:

- i. All motor fuels shall be free from impurities including, but not necessarily limited to, water, dirt, harmful oils, fibrous material, and other petroleum products or contaminants. Contaminated or degraded fuel shall not be allowed or accepted.
- ii. In case of damage directly traceable to a contaminated motor fuel, the Provider shall be responsible for all damage costs.
- iii. All fuels shall comply with applicable industry and government regulatory agency standards and specifications for US highway and off-highway use.
- iv. All fuels shall comply with all engine manufacturer fuel specifications associated to engines manufactured for highway and off-highway use.
- v. Regular Unleaded Gasoline shall have 87 Octane, minimum.
- vi. Provider shall:
 1. Blend fuels whenever weather conditions dictate the need.
 2. Detail costs and method for charging the Districts for the winter blending for on-site mobile fueling services and card or key-lock fuels.
 3. Detail costs and methods for charging NCSO for fueling NCSO vehicles utilizing NCSO provided fuel additives under NCSO direction.
 4. If Contractor does not utilize all fuel mixed with NCSO provided additive, Contractor may pump remaining fuel into onsite storage tank, as directed by NCSO representative.
- viii. Provider may provide BSD approved diesel additives into fuel for Beaverton buses. These additives shall, at the sole discretion of the BSD, have viable benefits to the operation of District buses.
 - a. Card or Key-lock services shall be excluded from this requirement.
- ix. No alternative or substitute fuels shall be permitted without the consent of the Districts and engine manufacturers unless the use is mandated by local or national legislation.
 - a. Includes, but not limited to, biodiesel, ethanol, and methanol alcohols.
- x. Vendor shall have an established on-going quality assurance program.

D. LUBRICANTS REQUIREMENTS.

- i. All lubricants offered shall comply with applicable industry and government regulatory agency standards and specifications.
- ii. Packaging sizes – Provider shall provide details of bulk lubricant availability, package sizes, and brands offered.

E. PRICING REQUIREMENTS.

- i. The price quote provided for the fuel services shall be the sum of the Proposer’s “margin” and “rack price” (in the case of card or key-lock facility fuel pricing, details shall be provided on how the price is proposed). The Proposer shall purchase fuel from the lowest priced wholesaler that has fuel available, always providing the District with the best possible price. Invoice pricing shall be rounded to the nearest hundredth cent. Prices shall be based upon delivery dates only (not invoice date).
- ii. MARGIN PRICE FACTOR. The margin price shall include all the Provider’s fixed costs (e.g. overhead, profit, delivery, etc.) and any appropriate taxes that the District is not exempt from paying. Ninety

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(90) days after award, the Provider may pass on to the District verifiable increases in its margin price. Conversely, the Provider shall pass on to the District any decrease in its margin price. The Provider shall provide the District documentary evidence to support all price changes. The Provider shall notify the contract administrator of all price adjustments.

- iii. **RACK PRICE.** The allowable “variable” price is the price of fuel. It is understood by the District that the price of fuel fluctuates. This portion of the price quote shall be allowed to increase and decrease during the term of the contract. The Provider shall purchase fuel from its suppliers at the best possible rack rate available.

6. **MATERIAL SAFETY DATA SHEET (MSDS).**

In accordance with Superfund Amendments and Reauthorization Act (SARA) Title III, the Contractor shall provide MSDS for all hazardous and potentially hazardous material shipped pursuant to this contract. The appropriate MSDS shall be included with each shipment where required by SARA.

7. **ADDITIONAL REQUIREMENTS.**

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

8. **PROVIDER’S RESPONSIBILITIES:**

- a. **State and Federal Tax Exemption.** The Provider shall process all the forms necessary for the State and Federal fuel exemption claims (if applicable) on behalf of the District. No additional charges shall be allowed for exemption processing or tax withholding requirements.
- b. **OSHA Requirements.** The Vendor shall comply with conditions of all current State and Federal Occupational Safety and Health Acts (OSHA) and the standards and regulations issued thereunder and certify that all items furnished and purchased under this contract conform to and comply with said standards and regulations.
- c. **Spills and Cleanup.** The Vendor shall be responsible for all fuel spills which may occur during transit, unloading, and fueling operations. The Vendor shall maintain a spill containment kit at each site where on-site mobile fueling occurs. The Vendor shall immediately report any spillage to the contract administrator and clean up the spill according to applicable EPA and State guidelines and requirements. Failure to do so shall initiate corrective action and back charge to the Vendor of any/all costs incurred by the District.
- d. **District vehicle or school bus numbers and mileage** shall be recorded by the Provider as well as the number of gallons and type of fuel dispensed for each District vehicle or school bus at each fueling occurrence. Vendor shall record this information and provide or make available reports on a monthly basis which shall reveal by District vehicle or school bus number; daily, weekly or monthly lapsed miles, total gallons, and miles per gallon for each fueled District vehicle or school bus. For school bus wet hose fueling, daily fueling logs shall be provided at each school bus fueling site which shall designate school buses (by bus number) requiring fuel and provide mileage and parking space information.

SECTION III – INSTRUCTIONS TO PROPOSERS

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Mobile Onsite and Card or Key-Lock Fuel and Lubricant Products

- 1. FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0260
The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.
- 2. PRE-PROPOSAL CONFERENCE:** Pursuant to OAR 137-047-0420
 - 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.** If the District's Pre-Proposal conference is mandatory (as indicated on the Summary Page) a Proposal submitted by a Proposer who did not attend the mandatory pre-Proposal conference will be rejected.
 - c. **Statements Not Binding.** Statements made by the District's representative at the pre-Proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.
- 3. PROPOSALS ARE OFFERS:** Pursuant to OAR 137-047-0310
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 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. PROPOSAL PREPARATION:** Pursuant to OAR 137-047-0400
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.
- 5. PROPOSAL SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. To ensure proper identification and handling, Proposals must be submitted by email to contracts@beaverton.k12.or.us Proposal document must be in a PDF format and pricing must be in Excel with the same naming convention as the attachments provided in this solicitation. The Proposal will not be accepted outside of the Proposal Submission Requirements as stated above.
 - 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.
- 6. COOPERATIVE PROCUREMENT:** Pursuant to OAR 137-046-0430
This Solicitation is a Permissive Cooperative Procurement.

SECTION III – INSTRUCTIONS TO PROPOSERS

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Mobile Onsite and Card or Key-Lock Fuel and Lubricant Products

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation;
 - ii. Authorized Agencies may not Materially Change or alter the terms, conditions, or prices from the Original Contract between the Supplier and the District.
- b. Proposers **must** state (on the Proposer Certification) that they 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.

7. ADDENDA: Pursuant to OAR 137-047-0430

- 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 137-047-0730, 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 request for 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 Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

8. QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:

Proposers 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 contracts@beaverton.k12.or.us. No oral questions will be accepted other than at the pre-Proposal 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 Proposer 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 Proposer; 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

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- 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 Proposals are due, or as stated in Section I SOLICITATION SCHEDULE. The District will not consider any protest or request for 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 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 written Addendum.
- e. Protesters must exhaust all administrative remedies before seeking judicial review.

9. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS: Pursuant to OAR 137-47-0440

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

- a. Be clearly marked "Proposal Modification" or "Proposal Withdrawal" and marked and delivered as described in PROPOSAL SUBMISSION above;
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

10. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:

- a. The District will electronically timestamp each Proposal.
- b. The District will not be responsible for the premature opening or failure to open a Proposal that is not properly addressed and/or identified.
- c. 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.

11. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

Any Proposal received after Closing is late. A Proposer's request for withdrawal or modification of a Proposal received after Closing is late. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.

12. MISTAKES:

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. The District will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If mistakes in a Proposal 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 Proposer 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 Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. 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.
- c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470(2)(c) and (d).

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- d. The District will 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 accompanying the Proposal.

13. 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, the District will award a Master Contract to the 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 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.

14. 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.

15. PROPOSAL REJECTION.

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

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- 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.

16. 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.

17. PROPOSAL COSTS:

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

18. 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 via e-mailed to contracts@beaverton.k12.or.us. The Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. 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. Proposers 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.

19. 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.

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20. 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 electronic file.
 - 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

Solicitation No: RFP 20-0013

Mobile Onsite and Card or Key-Lock Fuel and Lubricant Products

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 electronic proposal and Separate Price Schedule. See SECTION III, Item 4 & 5.
- b. There is a 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:**

i. QUALITY OF PROPOSAL

- A. Provide a proposal responsive to the solicitation requirements, terms and conditions.
- B. Present a readable, neat, clear, logical, reasonable and professional proposal.
- C. Present a complete proposal that complies with all the requirements of the solicitation.

ii. INSURANCE REQUIREMENT

- A. Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENTS).

iii. STAFFING AND KEY PERSONNEL

- A. Provide a company organization chart showing the proposed staffing approach for this account.
- B. Provide a description of staffing levels.
- C. Provide details of the Proposer's standards for staff training.

iv. APPROACH AND OPERATIONS

- A. Describe how the services will be provided. Provide supporting documents as needed. Address each item in SECTION II – STATEMENT OF WORK. Focus on the Proposer's ability to perform all of the required tasks. Include policy and procedural manuals if available.

v. REFERENCES

- A. Provide three (3) to five (5) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references shall be preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.

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1. Provide the name, telephone number, and email address of the client for each of the references. These contacts will be used by the District for reference checks.

vi. PRICE SCHEDULE

- A. Use of the provided Price Schedule (see SECTION V – ATTACHMENTS), is required. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.
- B. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighed against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

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 CRITERIA MATRIX		Maximum Points Possible
i.	Quality of Proposal	5
iii.	Insurance Requirement	Pass / Fail
iv.	Staffing and Key Personnel	10
v.	Approach and Operations	25
vi.	References	10
vii.	Price Schedule	50
PROPOSAL CONTENT TOTAL		100

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.
- 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.

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- 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 certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. 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.

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 – Use Excel Sheet Provided. (Attachment G)

_____ DETAILED PROPOSAL CONTENT REQUIREMENTS

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

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

- | | |
|-----------|---|
| EXHIBIT 1 | Sample Contract |
| EXHIBIT 2 | Sample Daily Fuel Sheet for BSD (NCSD and HSD do NOT use daily fuel sheets) |
| EXHIBIT 3 | Sample Invoice |
| EXHIBIT 4 | Sample Fuel Receipt |

The Proposer is **encouraged** to use the following attachment to identify their Proposal, it is provided for the Proposer's convenience, and is not required.

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