



## **REQUEST FOR PROPOSALS**

**Solicitation No: 20-0026**

**For the Provision of**

**Uninterrupted Battery Backups (2021 E-Rate)**

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

**Issued by:  
Beaverton School District 48J  
16550 SW Merlo Road  
Beaverton, Oregon 97003  
January 29, 2021**

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**REQUEST FOR PROPOSAL (RFP)**

Solicitation No: RFP 20-0026

**Summary**

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Uninterrupted Battery Backups to be ordered sometime during the 2021 Federal E-Rate reimbursement period.

Interested Proposers must email a Proposal pursuant to the provisions of this Solicitation to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) **NOT LATER THAN:**

**SOLICITATION DUE DATE AND TIME (CLOSING):****March 2, 2021 at 2:00 PM Pacific Time**

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

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

Prospective Proposers must register with ORPIN – <http://orpin.oregon.gov/> to obtain the solicitation documents. This Solicitation will also be posted on EPC, which is accessible through <http://usac.org>.

**All questions and comments regarding this solicitation must only be emailed to:**

[contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). Responses to any questions received before the stated deadline will be posted on ORPIN and EPC.

**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 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

1. **INTRODUCTION:**

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

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 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.
- b. The District will seek reimbursement through the federal E-rate program for any purchases made under the Contract resulting from this RFP. Please see the following link for more information regarding the E-rate program: <https://www.fcc.gov/consumers/guides/universal-service-program-schools-and-libraries-e-rate>

5. **SCOPE OF WORK:**

The Scope of Work for this RFP includes providing Uninterrupted Battery Backups as specified in ATTACHMENT G on an as-needed basis during the 2021 E-rate reimbursement period. This RFP includes a brand specification limiting certain items included in Proposals to the brand of products as specified in the Product Specification and Price Schedule (ATTACHMENT G), or equivalent brands (equivalency is determined at the District's sole discretion).

6. **CONTRACTING REQUIREMENTS:**

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

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. **The selected Proposer shall promptly sign a contract including all standard terms and conditions contained in the Sample Contract. The awarded Proposer shall sign and return the Contract within seven (7) calendar days of having received it.** Failure to sign and return the Contract with any required insurance within this timeframe may result in the District terminating contract negotiations and awarding the Contract to the next highest scoring Proposer or cancelling the Solicitation.
- c. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

SECTION I – INTRODUCTION

Solicitation No: RFP 20-0026

Uninterrupted Battery Backups (2021 E-Rate)

- d. After execution of the Master Price Agreement and within the 2021 E-rate reimbursement period, the District may issue individual purchase orders on an as needed basis to purchase the products listed in this RFP.

**7. AMENDMENTS:**

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

**8. CONTRACT PERIOD/EXTENSION:**

- a. Selected Proposer will be issued a Contract with approximately a one year initial term.
- b. Because the E-Rate program requires, the District does not anticipate authorizing any renewals. However, the District may elect at its sole discretion to offer and execute up to four (4) one (1) year renewal terms.
- c. The Supplier's Pricing and Rates must remain firm through the initial contract term. If any renewal terms are offered, pricing must be approved by the District prior to execution.

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

**Solicitation Milestone**

Deadline for Questions/Clarifications  
/Changes, and Solicitation Protests  
RFP Closing

**Completion Date**

February 17, 2021 at 4:00 PM PST  
March 2, 2021 at 2:00 PM PST

**11. CONTACT DURING SOLICITATION:**

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

SECTION II – STATEMENT OF WORK  
Solicitation No: RFP 20-0025  
Uninterrupted Battery Backups (2021 E-rate)

**1. PURPOSE AND INTRODUCTION:**

The purpose of this RFP is to enter into a Master Price Agreement (“MPA”) with a responsible Proposer to provide the Uninterrupted Battery Backups, as specified in ATTACHMENT G. Due to federal E-rate deadlines, the awarded Proposer shall be required to sign and return the MPA within seven days of having received it. After execution, the District may place orders under the MPA at any time during the 2021 E-rate reimbursement period by issuing a District purchase order. Due to the uncertainty of installation timelines and availability, vendors must allow products to be purchased on an individual basis. While the District intends to purchase the products as described herein and specified on Attachment G, execution of the MPA does not obligate the District to place any orders under it.

**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 the estimated quantities listed on ATTACHMENT G Product Specifications and Price Schedule.

**3. PRODUCT SPECIFICATIONS:**

All products included in Proposals must meet the Specifications listed on ATTACHMENT G Product Specifications and Price Schedule.

**4. E-RATE EXPERIENCE & EXPERTISE:**

Proposers shall have experience successfully delivering products under the E-rate program. Such experience includes personnel who are familiar with E-rate program requirements, and who have a demonstrated track record of supplying products to customers who were subsequently successful in obtaining E-rate reimbursement for the supplied products.

**5. SHIPPING, PROCESSING, AND DELIVERY:**

All products must be shipped F.O.B. Beaverton School District, Freight Pre-paid. The District desires the fastest possible order processing (including delivery) times without increasing costs.

**RELIABILITY:**

As noted elsewhere in the RFP, the District may order products at any time during the term of the contract (within the 2021 E-rate reimbursement period). Therefore, Proposers must be able to quickly and reliably deliver the specified products at any time throughout the contract term.

**6. BRAND NAME OR EQUAL SPECIFICATION:**

If any brand name products are specified, Proposals shall only include the specified brand name of product or approved equivalent (equal or superior) to the specified brand. 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 III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

**1. FORMAL SELECTION PROCEDURE:**

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

**2. PRE-PROPOSAL CONFERENCE:**

- a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** 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:**

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:**

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:**

- a. To ensure proper identification and handling, Proposals must only be emailed to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). The email subject line should include the solicitation number, Proposer's name, and/or like information that clearly identifies the Proposal.
- 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  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

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

**7. ADDENDA:**

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing. Should the District fail to receive a sufficient number of Proposals prior to the stated deadline so as to, in the District's sole discretion, foster competition, the District may extend the deadline by issuing a post-closing addendum.
- 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 the attention of the person indicated on the Summary page of this Solicitation. 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

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

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](mailto:contracts@beaverton.k12.or.us).

- 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:**

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's email system will electronically time-stamp each Proposal and any modification upon receipt.
- 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.



SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

- 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).
- 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:**

- 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 Price Agreement 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.** Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- 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.

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

- viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
- ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
  - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
  - 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 and must be e-mailed to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us). The Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. 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.

SECTION III – INSTRUCTIONS TO PROPOSERS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

**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.

**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 PDF document.
    - 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 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

**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 ONE (1) complete electronic copy in PDF format attached to an email. The district may remove the price proposal for evaluation purposes.
- b. **There is a five (5) page limit for Proposals. The cover page or any required attachments/forms are not included in the page limit.**

**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. PRICING (Up to 65 Points)
  - A. Complete ATTACHMENT G PRODUCT SPECIFICATIONS AND PRICE SCHEDULE. ATTACHMENT G must be thoroughly and clearly completed.
- ii. PREFERRED SPECIFICATIONS (Up to 15 Points)
  - A. Clearly describe the Proposed products using the "Other Unit Cost and Proposed Product Descriptions" space on ATTACHMENT G. Note that additional sheets may be attached to proposals solely for this purpose without being counted in the page limit for this RFP. Points may be awarded for any preferred specifications included in the Proposed Products.
- iii. RELIABILITY (Up to 15 Points)
  - A. Clearly describe what measures the Proposer has in place to ensure that products can be quickly supplied at anytime during the contract term.
  - B. What is the proposed order processing time (from receipt of purchase order to products delivered to customer)?
  - C. What supply chain (shipping, manufacturing, etc.) challenges has your firm encountered (e.g., due to COVID-19, etc.) and how do you propose to mitigate them under the contract resulting from this RFP?
- iv. E-RATE EXPERIENCE & EXPERTISE (up to 5 Points)
  - A. Clearly describe the Proposer's experience successfully delivering products under the E-rate program.
  - B. Describe the track record of supplying products to customers who were successful in obtaining E-rate reimbursement for the products relative to the personnel (or team) who would be responsible for the District's account.

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0026

Uninterrupted Battery Backups (2021 E-Rate)

- C. What challenges have the Proposed personnel encountered with the E-rate program and how would you mitigate those challenges under the Contract resulting from this RFP? A clear understanding of any challenges and effective mitigation are desirable.

**4. EVALUATION CRITERIA:**

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above relative to the RFP requirements. The following table indicates how the total points in the scoring will be assigned by required Proposal item. Failure to meet minimum requirements/specifications 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.	Pricing*	65
ii.	Preferred Specifications	15
iii.	Reliability	15
iv.	E-rate Experience and Expertise	5
<b>PROPOSAL CONTENT SUB-TOTAL</b>		<b>100</b>

\*The price score will be assigned through a mathematical calculation in which the Proposal with the lowest total price is awarded the maximum points possible, and all other Proposals are awarded points by weighting their total prices against the lowest total price.

**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.
- 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 conduct Discussions or Negotiate with Proposers. If the District determines, in its sole discretion that it is in its interests, the District may terminate contact negotiations and either proceed to negotiate a contract with the next highest scoring Proposer, or reject all Proposals

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 20-0026

Uninterrupted Battery Backups (2021 E-Rate)

and cancel the RFP. 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.

SECTION V – ATTACHMENTS  
Solicitation No: RFP 20-0026  
Uninterrupted Battery Backups (2021 E-Rate)

**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)
- PRODUCT SPECIFICATIONS AND PRICE SCHEDULE – Both Pages. (Attachment G)

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

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

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

ATTACHMENT H      Sample Contract

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

SECTION V – ATTACHMENTS  
ATTACHMENT A  
Solicitation No: RFP 20-0026

**PROPOSER CERTIFICATION**

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

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

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

The Proposer certifies and agrees:

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

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

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

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

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

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

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

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

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

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



SECTION V – ATTACHMENTS  
ATTACHMENT B  
Solicitation No: RFP 20-0026

**INDEPENDENT CONTRACTOR CERTIFICATION**

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

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

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

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

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

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

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

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

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

(Please check all that apply):

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT C  
Solicitation No: RFP 20-0026

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

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

I state that:

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

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

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

STATE OF OREGON

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

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

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

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

**NON-CONFLICT OF INTEREST CERTIFICATION**

**Issuing Agency:** Beaverton School District

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**DECLARATION AND SIGNATURES**

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

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

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

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

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

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

**Instructions**

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

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0026

**RELIABILITY**

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

If “yes”, explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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

If “yes,” explain.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0026

**FINANCIAL RESOURCES**

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

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SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 20-0026

**KEY PERSONNEL**

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

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

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT F  
Solicitation No: RFP 20-0026

**PROPOSER REFERENCE FORM**

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

***Proposer must provide three (3) references and must use a separate copy of this form for each reference.***

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

Method: Subjective Evaluation

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





SECTION V – ATTACHMENTS  
ATTACHMENT H  
Solicitation No: RFP 20-0025

The remainder of this page is intentionally blank. ATTACHMNT H begins on the following page.



## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PRODUCT GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23SEP20

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PRODUCT GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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