



## **INVITATION TO BID**

**Solicitation No: 20-0045**

**For the Provision of**

**Production Lighting Fixtures  
Arts & Communications Magnet Academy**

**ITB Closing (Due Date & Time):  
June 10, 2021 at 2:00 PM Pacific Time**

**Issued by:  
Beaverton School District 48J  
16550 SW Merlo Road  
Beaverton, Oregon 97003  
May 27, 2021**

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**INVITATION TO BID (ITB)**

Solicitation No: ITB 20-0045

**Summary**

The purpose of this Invitation to Bid (Solicitation) is to obtain competitive Bids from qualified Bidders interested in the provision of Production Lighting Fixtures at the Arts & Communications Magnet Academy.

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

Bidders must submit their Bid pursuant to the provisions of this Solicitation to Peter Madaus, Contract Specialist, or designee, at the [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us), **PRIOR** to the Closing:

**SOLICITATION CLOSING: June 10, 2021 at 2:00 PM Pacific Time**

**LATE BIDS WILL NOT BE ACCEPTED**

Timely submitted Bids will be opened in public and read aloud immediately after Closing at the below conference line:

**+1(503)356.4400**

**Participant code: 41605148**

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

Bidders must familiarize themselves with the entire Solicitation.

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

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

SECTION I – INTRODUCTION  
Solicitation No: ITB 20-0045  
Production Lighting Fixtures- Arts & Communications Magnet Academy

1. **INTRODUCTION:**

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

2. **DEFINITIONS:**

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

3. **SOLICITATION REVIEW:**

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

4. **BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, eight (8) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.

5. **SCOPE OF WORK:**

This project is to supply all requested Production Lighting Fixtures as described for delivery F.O.B. Destination Freight Pre-Paid to the Arts & Communications Magnet Academy.

6. **CONTRACT:**

The successful Bidder, selected by the District, will receive a Purchase Order (PO). A sample is enclosed herein (see SECTION V - ATTACHMENTS). All PO Terms and Conditions shall apply to the purchase.

7. **AMENDMENTS:**

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

8. **DISTRICT REPRESENTATIVE:**

The District Representative for this project is Leslie Imes, Construction Project Manager.

9. **SOLICITATION SCHEDULE:**

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

**Solicitation Milestone**  
Deadline for Questions  
Submit Bids

**Completion Date**  
June 4, 2021 at noon  
June 10, 2021 at 2:00 PM

SECTION I – INTRODUCTION  
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Auditorium Production Lighting Fixtures

10. **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 Bid to rejection.

SECTION II – STATEMENT OF WORK

Solicitation No: ITB 20-0045

Production Lighting Fixtures- Arts & Communications Magnet Academy

**1. PURPOSE AND INTRODUCTION:**

This project is to supply all Production Lighting Fixtures as described for delivery to the Arts & Communications Magnet Academy as coordinated with the District. All products shall be delivered by August 20th, 2021 or earlier. The Project is described in summary terms below and in the attached documents.

**2. CONTRACTOR RESPONSIBILITIES:**

Contractor must deliver the materials by August 20, 2021. Coordination with District staff and summer activities is required.

Materials must be delivered to:

**Arts & Communications Magnet Academy**  
**Performing Arts Center**  
11375 SW Center Avenue  
Beaverton, OR 97005

Upon delivery, the Contractor shall unload all materials and move to a location within the Arts & Communications Magnet Academy as designated by the District staff receiving the materials.

Please refer to attached documents for type and total quantity of fixtures required. It is intended that the supplier provides a complete project and coordinates work with the District, Contractors and Consultants hired by the District as necessary.

- a. Work to include supplying, storing and handling of all required materials.
- b. Contractor is required to perform a full delivery verification, including and accurate count and check in of materials at the time of delivery and provide documentation as such.
- c. Contractor is required to assist with or provide all applicable warranty information to the District following delivery.

SECTION III – INSTRUCTIONS TO BIDDERS:  
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**1. FORMAL SELECTION PROCEDURE**

The District will solicit Bids for Contracts by Invitation to Bid ("ITB"), except as otherwise allowed or required pursuant to ORS 279C.335 and 279A.030.

**2. PRE-BID CONFERENCE**

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

**4. ADDENDA**

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Bidder must provide written acknowledgement of receipt of all issued Addenda with their Bid on the Bidder Certification.
- b. **Notice and Distribution.** The District will publish notice of all Addenda on the ORPIN (Oregon Procurement Information Network) Website. Addenda may be downloaded from the ORPIN website. It is the Bidders' responsibility to inquire about Addenda. Bidders should frequently check the ORPIN website until Closing about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bid. The District may extend the Closing if the District determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Bidder may submit a Written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The District will consider only a Bidder's request for change or protest to the Addendum; the District will not consider a request for change or protest to matters not added or modified by the Addendum, unless the Bidder submits the request for change or protest before the deadline for the District's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

**5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS**

- a. **Clarification.** Prior to the deadline for submitting a written request for change or protest, a Bidder may request that the District clarify any provision of the Solicitation. The District's clarification to a Bidder, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by Addendum.
- b. **Request for Change.**
  - i. **Delivery.** A Bidder may request in writing a change to the Specifications or Contract terms and conditions. A Bidder must email the Written request for change to the District by NOON ten (10) Days prior to Closing to the email address listed on the Summary page. (Bidder is responsible for ensuring receipt by the District.)

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- ii. **Content of Request for Written Change:**
  - A. A Bidder's Written request for change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change.
  - B. A Bidder must mark its request for change as follows:
    - I. "Contract Provision Request for Change"; and
    - II. Solicitation number.
- c. **Protest.**
  - i. **Delivery.** A Bidder may protest Specifications or Contract terms and conditions. A Bidder must deliver a written protest on those matters to the District Purchasing Manager by NOON ten (10) Days prior to Closing to the address listed on the Summary Page, care of Larry Pelatt, Purchasing Manager;
  - ii. **Content of Protest.**
    - A. A Bidder's Written protest must include:
      - (i) A detailed statement of the legal and factual grounds for the protest;
      - (ii) A description of the resulting prejudice to the Bidder; and
      - (iii) A statement of the desired changes to the Contract terms and conditions, including any Specifications.
    - B. A Bidder must mark its protest as follows:
      - (i) "Contract Provision Protest"; and
      - (ii) Solicitation number.
- c. **District Response.** The District is not required to consider a Bidder's request for change or protest after the deadline established for submitting such request or protest. The District will provide notice to the applicable Person if it entirely rejects a protest. If the District agrees with the Person's request or protest, in whole or in part, the District will either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- d. **Extension of Closing.** If the District receives a written request for change or protest from a Bidder in accordance with this Rule, the District may extend Closing if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

## 6. CANCELLATION OF SOLICITATION

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

## 7. BID SUBMISSIONS

- a. **Offer and Acceptance.** The submitted Bid is the Bidder's offer to enter into a Contract. The Offer is always a "Firm Offer," i.e., the Bid must be held open by the Bidder for the District's acceptance for sixty (60) days. The District may elect to accept the Bid at any time during the specified period, and the District's Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Bidder to the Contract.
- b. **Responsive Bid.** The District may award a Contract only to a Responsible Bidder with a Responsive Bid.
- c. **Contingent Bids.** A Bidder must not make a Bid contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. **Bidders Acknowledgement.** By signing and submitting a Bid, the Bidder acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.

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- e. **Instructions.** A Bidder must submit and sign their Bid. A Bidder must initial any corrections or erasures to their Bid.
- f. **Forms.** Bidders must submit their Bid on the form(s) provided.
- g. **Documents.** Bidders must provide the District with all documents and descriptive literature requested.
- h. **Facsimile Submissions.** The District will not accept facsimile Bids.
- i. **Product Samples and Descriptive Literature.** The District may require product samples or descriptive literature if it is necessary or desirable to evaluate the quality, features or characteristics of the offered items. The District will dispose of product samples or return or make available for return product samples to the Bidder.
- j. **Identification of Bids.**
  - i. To ensure proper identification, Bids must be submitted via email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) with the Bidder's name and address **and the Solicitation number in large block numbers.**
  - ii. The District is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- k. **Receipt of Bids.** Bidders are responsible for ensuring that the District receives their Bid at the required delivery point prior to the closing due date and time. Bids must be emailed to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) and received prior to the closing due date and time.
- l. Failure to submit Bids in accordance with the provisions of this Section will be grounds to declare the Bid as nonresponsive.
- m. **Certification.** Bidders must (on the Bidder Certification enclosed):
  - i. Identify whether the Bidder is or is not a "resident Bidder," as defined in ORS 279A.120(1);and
  - ii. Provide written acknowledgment of receipt of all Addenda.

**8. BID SECURITY**

- a. **Security Amount.** The District requires Bid security of 5% of the Bidder's Bid, consisting of the base Bid together with all additive alternates. The Bidder must forfeit Bid security after Award if the Bidder fails to execute the Contract and promptly return it with any required proof of insurance (see enclosed sample contract for amount requirements).
- b. **Form of Bid Security.** The District may accept only the following forms of Bid security:
  - i. A surety bond from a surety company authorized to do business in the State of Oregon;
  - ii. An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or
  - iii. A cashier's check or Bidders certified check.
- c. **Return of Security.** The District will return or release the Bid security of all unsuccessful Bidders after a Contract has been fully executed and all required bonds and insurance have been provided, or after all Bids have been rejected.

**9. PRE-CLOSING MODIFICATION OR WITHDRAWAL**

- a. **Modifications.** A Bidder may modify their Bid in writing prior to the Closing. A Bidder must prepare and submit any modification to their Bid to the District in accordance with OAR 137-49-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder must email its modification to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) and mark the email subject line as follows:
  - i. "Bid Modification"; and
  - ii. Solicitation Number.
- b. **Withdrawals.**
  - i. A Bidder may withdraw its Bid by Written notice submitted by email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) on the Bidder's letterhead, signed by an authorized representative of the Bidder. The notice must be received by the District prior to the Closing. The Bidder or



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- authorized representative of the Bidder may also withdraw its Bid in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
- ii. The District may release an unopened, withdrawn Bid to the Bidder or its authorized representative, after voiding any date and time stamp mark, if applicable;
  - iii. The Bidder must mark the Written request to withdraw a Bid as follows:
    - A. Bid Withdrawal; and
    - B. Solicitation Number.
- c. **Documentation.** The District will include all documents relating to the modification or withdrawal of Bids in the Solicitation file.

**10. RECEIPT, OPENING, AND RECORDING OF BIDS; CONFIDENTIALITY OF BIDS**

- a. **Receipt.** The Bidder is responsible for ensuring that the District receives its Bid at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Bid.
- b. **Opening and Recording.** The District will publicly open Bids including any modifications made to the Bid pursuant to OAR 137-49-0320. In the case of Invitations to Bid, to the extent practicable, the District will read aloud the name of each Bidder, the Bid price(s), and such other information, as the District considers appropriate. The District will open and publicly read bids over the following conference line:  
**+1(503)356.4400**  
**Participant code: 41605148**
- c. **Availability.** After Opening, the District will make Bids available for public inspection. The District may withhold from disclosure those portions of a Bid that the Bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); ORS 646.461 to 646.475. To the extent the District determines such designation is not in accordance with applicable law, the District will make those portions available for public inspection. The Bidder must separate information designated as confidential from other non-confidential information at the time of submitting its Bid. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and will be publicly available regardless of a Bidder's designation to the contrary.

**11. LATE BIDS, WITHDRAWALS AND MODIFICATIONS**

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

**12. MISTAKES**

- a. **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Bidders, the District will carefully consider whether to permit waiver, correction or withdrawal of Bids for certain mistakes.
- b. **District Treatment of Mistakes.** The District will not allow a Bidder to correct or withdraw an Offer for an error in judgment. If the District discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the District may take the following action:
  - i. The District may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
    - A. Return the correct number of signed Bids or the correct number of other documents required by the Solicitation;

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- B. Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and
  - C. Acknowledge receipt of an Addendum to the Solicitation, provided that it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
- ii. The District may correct a clerical error if the error is evident on the face of the Bid or other documents submitted with the Bid, and the Bidder confirms the District's correction in Writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices will prevail over extended prices.
  - iii. The District may permit a Bidder to withdraw an Offer based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:
    - A. The nature of the error;
    - B. That the error is not a minor informality under this subsection or an error in judgment;
    - C. That the error cannot be corrected or waived under subsection 12.b.ii above;
    - D. That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
    - E. That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
    - F. That the Bidder will suffer substantial detriment if the District does not grant the Bidder permission to withdraw the Offer;
    - G. That the District's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the District or the public it represents; and
    - H. That the Bidder promptly gave notice of the claimed error to the District.
  - iv. The criteria in subsection 12.b.iii above will determine whether the District will permit a Bidder to withdraw its Bid after Closing. These criteria also will apply to the question of whether the District will permit a Bidder to withdraw its Bid without forfeiture of its Bid bond (or other Bid security), or without liability to the District based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the District, whether by Award to the next lowest Responsive and Responsible Bidder, or by resort to a new solicitation.
- c. **Rejection for Mistakes.** The District will reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents submitted with the Bid.
  - d. **Identification of Mistakes after Award.** The procedures and criteria set forth above are Bidder's only opportunity to correct mistakes or withdraw Bids because of a mistake. Following Award, a Bidder is bound by its Bid, and may withdraw its Bid or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.

**13. BID EVALUATION CRITERIA**

- a. **General.** A Contract, if awarded, will be awarded to the Responsible Bidder submitting the lowest Responsive Bid.
- b. **Bid Evaluation Criteria.** Invitations to Bid may solicit lump-sum Bids, unit-price Bids, or a combination of the two.

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- i. **Lump Sum.** If the ITB requires a lump-sum Bid, without additive or deductive alternates, or if the District elects not to award additive or deductive alternates, Bids will be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price will be calculated by adding to or deducting from the base Bid those alternates selected by the District, for the purpose of comparing Bids.
- ii. **Unit Price.** If the Bid includes unit pricing for estimated quantities, the total Bid price will be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder, and adjusting for any additive or deductive alternates selected by the District, for the purpose of comparing Bids. The District will specify within the Solicitation the estimated quantity of the Procurement to be used for determination of the low Bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price will govern. See OAR 137-049-0350(2)(b).
- c. The District may reject any Bid not in compliance with all prescribed Public Contracting procedures and may reject for good cause all Bids upon the District's finding that it is in the public interest to do so.

**15. BID EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY**

- a. **General.** If Awarded, the District will Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid. The District may award by item, groups of items or the entire Bid provided such Award is consistent with the Solicitation and in the public interest.
- b. **Determination of Responsibility.** Bidders are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the District must have information that indicates that the Bidder meets the standards of responsibility set forth in ORS 279.375(3)(b). To be a Responsible Bidder, the District will determine that the Bidder:
  - i. Has available the appropriate financial, material, equipment, facility and Personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
  - ii. Has completed previous contracts of a similar nature with a satisfactory record of performance. A satisfactory record of performance means that, to the extent the costs associated with and time available to perform a previous contract were within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The District should carefully scrutinize a Bidder's record of contract performance if the Bidder is or recently has been materially deficient in contract performance. In reviewing the Bidders performance, the District should determine whether the Bidders deficient performance was expressly excused under the terms of Contract, or whether the Bidder took appropriate corrective action. The District may review the Bidders performance on both private and Public Contracts in determining the Bidders record of contract performance.
  - iii. Has a satisfactory record of integrity. A Bidder may lack integrity if the District determines the Bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to the District. The District may find a Bidder not Responsible based on the lack of integrity of any Person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidders performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-49-0370 may be used to determine Bidder's integrity. The District may find a Bidder non-responsible based on previous convictions of offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract;
  - iv. Is qualified legally to contract with the District; and

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- v. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the District concerning responsibility, the District will base the determination of responsibility on any available may find the Bidder not Responsible.
- c. **District Evaluation.** The District will evaluate a Bid only as set forth in the Solicitation and in accordance with applicable law. The District will not evaluate a Bid using any other requirement or criterion.
- d. **Bidder Submissions.**
  - i. The District may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to award:
    - A. Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or workmanship;
    - B. Examination of such elements as appearance or finish; or
    - C. Other examinations to determine whether the product conforms to Specifications.
  - ii. The District will evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation to determine that a product is acceptable. The District will reject a Bid providing any product that does not meet the Solicitation requirements. The District's rejection of a Bid because it offers non-conforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- e. **Evaluation of Bids.** The District will use only objective criteria to evaluate Bids as set forth in the Solicitation. The District will evaluate Bids to determine which Responsible Bidder submitted the lowest Responsive Bid.
  - i. **Nonresident Bidders.** In determining the lowest Responsive Bid, the District will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.
  - ii. **Clarifications.** In evaluating Bids, the District may seek information from a Bidder only to clarify the Bidder's Bid. Such clarification must not vary, contradict or supplement the Bid. A Bidder must submit Written and Signed clarifications and such clarifications will become part of the Bidder's Bid.
  - iii. **Negotiation Prohibited.** The District will not negotiate scope of Work or other terms or conditions under an Invitation to Bid process prior to award.

**16. NOTICE OF INTENT TO AWARD**

- a. **Notice.** At least seven (7) days before the Award of a Public Improvement Contract, the District will issue a Notice of the District's intent to Award the Contract.
- b. **Form and Manner of Posting.** The form and manner of posting notice will conform to customary practices within the District's procurement system and may be made electronically.
- c. **Finalizing Award.** The District's Award will not be final until the later of the following:
  - i. Seven (7) Days after the date of the notice, unless the Solicitation provided a different period for protest; or
  - ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- d. **Prior Notice Impractical.** Posting of notice of intent to award will not be required when the District determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

**17. DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS**

SECTION III – INSTRUCTIONS TO BIDDERS:  
Solicitation No. ITB 20-0045

- a. **Basis of Award.** After Award, the District will make a record showing the basis for determining the successful Bidder part of the District's Solicitation file.
- b. **Contract Document.** The District will deliver a fully executed copy of the final Contract to the successful Bidder.
- c. **Bid Tabulations and Award Summaries.** Upon request of any Person the District will provide tabulations of Awarded Bids.
- d. **Availability of Solicitation Files.** The District will make completed Solicitation files available for public review at the District.

**18. NEGOTIATION WITH BIDDERS PROHIBITED**

Except as permitted by ORS 279C.340 and OAR 137-49-0430 when all Bids exceed the cost estimate, the District will not negotiate with any Bidder prior to Contract Award. After Award of the Contract, the District and Contractor may modify the resulting Contract only by change order or Amendment to the Contract in accordance with OAR 137-49-0910.

**19. NEGOTIATION WHEN BIDS EXCEED COST ESTIMATE**

- a. **Generally.** In accordance with ORS 279C.340, if all Responsive Bids from Responsible Bidders on a competitively Bid Project exceed the District's Cost Estimate, prior to Contract Award the District may negotiate Value Engineering and Other Options with the Responsible Bidder submitting the lowest, Responsive Bid in an attempt to bring the Project within the District's Cost Estimate.
- b. **Rejection of Bids.** In determining whether all Responsive Bids from Responsible Bidders exceed the Cost Estimate, only those Bids that have been formally rejected, or Bids from Bidders who have been formally disqualified by the District, will be excluded from consideration.
- c. **Scope of Negotiations.** The District will not proceed with Contract Award if the scope of the Project is significantly changed from the original Bid. The scope is considered to have been significantly changed if the pool of competition would likely have been affected by the change.
- d. **Discontinuing Negotiations.** The District may discontinue negotiations at any time and will do so if it appears to the District that the apparent low Bidder is not negotiating in good faith or fails to share cost and pricing information upon request. Failure to rebid any portion of the project, or to obtain subcontractor pricing information upon request, will be considered a lack of good faith.
- e. **Limitation.** Negotiations may be undertaken only with the lowest Responsive, Responsible Bidder pursuant to ORS 279C.340. That statute does not provide any additional authority to further negotiate with Bidders next in line for Contract Award.

**20. REJECTION OF BIDS**

- a. **Rejection of a Bid.**
  - i. The District may reject any Bid upon finding that to accept the Bid may impair the integrity of the Procurement process or that rejecting the Bid is in the public interest.
  - ii. The District will reject a Bid upon the District's finding that the Bid:
    - A. Is contingent on the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation;
    - B. Takes exception to terms and conditions (including Specifications);
    - C. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
    - D. Offers Work that fails to meet the Specifications of the Solicitation;
    - E. Is late;
    - F. Is not in substantial compliance with the Solicitation;
    - G. Is not in substantial compliance with all prescribed public Solicitation procedures.

SECTION III – INSTRUCTIONS TO BIDDERS:  
Solicitation No. ITB 20-0045

- iii. The District will reject a Bid upon the District's finding that the Bidder:
  - A. Has not been prequalified under ORS 279C.430 and the District required mandatory prequalification;
  - B. Has been Disqualified;
  - C. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
  - D. Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
  - E. Has not met the requirements of ORS 279A.105 if required by the Solicitation;
  - F. Has not submitted properly executed Bid or Proposal security as required by the Solicitation;
  - G. Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
  - H. Is not Responsible. See OAR 137-049-0390(2) regarding District determination that the Bidder has met statutory standards of responsibility.
- b. **Form of Business.** The District may investigate any Person submitting a Bid. The investigation may include that Person's officers, Directors, Owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049-0370.
- c. **Certification of Non-Discrimination.** The Bidder must certify and deliver to the District as part of their Bid, written certification (see attached Bidder Certification) that the Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so will be grounds for disqualification.
- d. **Rejection of all Bids.** The District may reject all Bids for good cause upon the District's Written finding it is in the public interest to do so. The District will notify all Bidders of the rejection of all Bids, along with the good cause justification and finding.
- e. **Criteria for Rejection of All Bids.** The District may reject all Bids upon a Written finding that:
  - i. The content of or an error in the Solicitation, or the Solicitation process unnecessarily restricted competition for the Contract;
  - ii. The price, quality or performance presented by the Bidders is too costly or of insufficient quality to justify acceptance of the Bids;
  - 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 Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation;
  - v. The District cancels the Solicitation in accordance with OAR 137-049-0270; or
  - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

**21. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD**

- a. **Purpose.** An adversely affected or aggrieved Bidder must exhaust all avenues of administrative review and relief before seeking judicial review of the District's Contractor selection or Contract Award decision.
- b. **Notice of Intent to Award.** Unless otherwise provided in the Solicitation, the District will provide written notice to all Bidders of the District's intent to award the Contract. The District's Award will not be final until the later of the following:

SECTION III – INSTRUCTIONS TO BIDDERS:  
Solicitation No. ITB 20-0045

- i. Seven (7) days after the date of the notice, unless the Solicitation provided a different period for protest; or
- ii. The District provides a written response to all timely-filed protests that denies the protest and affirms the Award.

**c. Right to Protest Award.**

- i. An adversely affected or aggrieved Bidder may submit to the District a Written protest of the District's intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
  - ii. The Bidders protest must be in Writing and must specify the grounds upon which the protest is based.
  - iii. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid and is next in line for Award, i.e., the protesting Bidder must claim and state specific reasons why all lower Bidders are ineligible for Award:
    - A. Because their Bids were non-responsive; or
    - B. The District committed a substantial violation of a provision in the Solicitation or of an applicable Procurement statute or administrative rule, and the protesting Bidder was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Responsive Bid.
  - iv. The District will not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation.
- d. **Authority to Resolve Protests.** The District's Purchasing Manager will settle or resolve a written protest submitted in accordance with the requirements of this Rule.
- e. **Decision.** If a protest is not settled, the Superintendent, or designee, will promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.
- f. **Award.** The successful Bidder must promptly execute the Contract after the Award is final. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

**22 . BID COSTS:** The District is not liable for any costs incurred by the Bidder in its Bid preparation.

SECTION IV  
Solicitation No: ITB 19-0045  
Production Lighting Fixtures- Arts & Communications Magnet Academy

**1. BID PREPARATION:**

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

**2. FORMS**

- a. The attached forms are to be included in Bid.
- b. Copies of the included forms (See Attached Bid Submission Checklist) are to be completed and submitted by the Bidder along with other required documents as required by the Instructions to Bidders.
- c. **References.** If the Bidder has performed any project or work with the District in the last ten (10) years, one of the references must be from the Bidder's most recent contract with the District.



## BID SUBMISSION CHECKLIST

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

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

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

- \_\_\_\_\_ BIDDER CERTIFICATION - This serves as the cover sheet for your Bid. (Attachment A)
- \_\_\_\_\_ BID SCHEDULE- SPECIFICATIONS (Attachment B)
- \_\_\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- \_\_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)

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

ATTACHMENT E          Sample Purchase Order

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

SECTION V – ATTACHMENTS  
ATTACHMENT A  
Solicitation No: ITB 20-0045

**BIDDER CERTIFICATION**

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

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

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

The Bidder certifies and agrees:

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

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

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

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

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

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

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

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

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

SECTION V – ATTACHMENTS  
ATTACHMENT B  
Solicitation No: ITB 20-0045

**BID SCHEDULE**

Quantity	Description	Each	Extended subtotal
24	ETC ColorSource Cyc w/PBG		
17	ETC ColorSource Spot Jr w/PBG		
94	ETC ColorSource w/ 26 degree Lens w/PBG		
67	ETC ColorSource LED PAR w/PBG		
6	Rosco I-Cue Intelligent Mirror		
2	ETC/HES SolaHyBeam 1000, Ultra-Bright engine, in road case		
12	Osram Kreios Fix 90W Dimmable LED Work Light		
2	Chauvet LED Followspot 120st		
36	ETC Dual 20A Relay Module *		
	Subtotal:		
	Shipping & Handling:		
		<b>TOTAL:</b>	

SECTION V – ATTACHMENTS  
ATTACHMENT C  
Solicitation No: ITB 20-0045

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

\_\_\_\_\_  
(Bidder)

I state that:

(1) The correct taxpayer identification numbers are:

A. Federal Employer ID Number (EIN): \_\_\_\_\_ B. Employer's Oregon ID Number: \_\_\_\_\_

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

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

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

STATE OF OREGON

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

Signed and sworn to before me on \_\_\_\_\_ by

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Affiant's name)

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

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

**NON-CONFLICT OF INTEREST CERTIFICATION**

**Issuing Agency:** Beaverton School District

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

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

\_\_\_\_\_  
Bidder Name (signature)

\_\_\_\_\_  
Bidder Name (printed)

\_\_\_\_\_  
Bidder Title (printed)

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

\_\_\_\_\_  
Date



**BEAVERTON**  
**SCHOOL DISTRICT**

District Administration Center  
 16550 SW Merlo Road  
 Beaverton, Oregon 97003-5152  
 503-356-4500 FAX: 503-356-4536

Purchase Order Number:  
 Purchase Order Date:

**SHIP TO:**  
**FACILITIES**  
**BEAVERTON SCHOOL DISTRICT**  
**FACILITIES DEPARTMENT**  
**16550 SW MERLO ROAD**  
**BEAVERTON, OR 97003**

**BILL TO:**  
 BEAVERTON SCHOOL DISTRICT 48J  
 ATTN: ACCOUNTS PAYABLE  
 16550 SW MERLO RD  
 BEAVERTON, OR 97003  
 ap@beaverton.k12.or.us

**VENDOR ADDRESS:**

**VENDOR INSTRUCTIONS:**  
 1. Send original invoice and duplicate to the District. A separate invoice for each purchase order is required.  
 2. Enclose a packing list with all deliveries.  
 3. Ship Freight Prepaid, FOB Destination.  
 4. Include purchase order number on all packages, invoices, shipping notices, and all other correspondence relating to this order. Failure to do so may result in delay in payment of your invoice.  
 5. Acceptance of this purchase order includes agreement to the terms and conditions on the reverse side of this form.

**Please Mark For: Alex Santa**

**Payment Terms: Net 30**  
**This is a tax exempt district.**

QTY	UNIT	DESCRIPTION	COST	AMOUNT
	EA			

FOR EDUCATIONAL PURPOSES ONLY: TAX EXEMPTION NO. A-93-730104K Acceptance of and filling this order certifies compliance with all Federal and State of Oregon safety and health laws and the vendor instructions above. FAILURE TO INCLUDE OUR PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE COULD RESULT IN DELAY IN PAYMENT OF YOUR INVOICE.

**Total**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- WORKER'S COMPENSATION as required by law.
- EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Supplier has one (1) or more employees performing services under the contract.
- 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.
- COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Suppliers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- 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.
- 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 suits, 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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